

# AGENDA

Lake Park Town Commission  
Town of Lake Park, Florida  
Regular Commission Meeting  
Wednesday, April 5, 2006 at 7:30 p.m.  
Lake Park Town Hall  
535 Park Avenue

|                       |   |                    |
|-----------------------|---|--------------------|
| Paul Castro           | — | Mayor              |
| Paul Garretson        | — | Vice-Mayor         |
| G. Chuck Balius       | — | Commissioner       |
| Jeff Carey            | — | Commissioner       |
| Edward Daly           | — | Commissioner       |
| Patricia Osterman     | — | Commissioner Elect |
| <hr/>                 |   |                    |
| Paul Carlisle         | — | Town Manager       |
| Thomas J. Baird, Esq. | — | Town Attorney      |
| Vivian Mendez         | — | Town Clerk         |

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. *Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.*

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. ADDITIONS/DELETIONS - APPROVAL OF AGENDA

F. PRESENTATION

Proclamation for Vice-Mayor Paul Garretson

G. RESOLUTION(S) - ACCEPTING ELECTION RESULTS

1. RESOLUTION NO. 20.04.06 Accepting Election Results

A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, CERTIFYING THE RESULTS OF THE GENERAL ELECTION HELD ON MARCH 14, 2006 FOR THE OFFICE OF COMMISSIONER.

Tab 1

2. RESOLUTION NO. 21.04.06 Accepting Runoff Election Results

A RESOLUTION OF THE TOWN COMMISSION OF LAKE PARK, FLORIDA, CERTIFYING THE RESULTS OF THE RUNOFF ELECTION HELD ON MARCH 28, 2006 FOR THE OFFICE OF COMMISSIONER.

Tab 2

- H. **PRESENTATIONS:**  
 3. Swearing in Ceremony for Commissioners, The Honorable Judge Jonathan D. Gerber. Tab 3  
 4. Proclamation Water Conservation Month Tab 4
- I. **PUBLIC and OTHER COMMENT**  
 This time is provided for audience members to address items that **do not** appear on the Agenda. Please complete a comment card and provide it to the Town Clerk so speakers may be announced. Please remember, comments are limited to a **TOTAL** of three minutes.
- J. **CONSENT AGENDA:** All matters listed under this item are considered routine and action will be taken by **one** motion. There will be no separate discussion of these items unless a Commissioner or person so requests, in which event the item will be removed from the general order of business and **considered in its normal sequence on the Agenda.** Any person wishing to speak on an Agenda item is asked to complete a public comment card located in the rear of the Chambers and give it to the Town Clerk. **Cards must be submitted before the item is discussed.**
- For Approval:
5. Special Call Commission Meeting Minutes of March 6, 2006 Tab 5  
 6. Commission Meeting Minutes of March 15, 2006 Tab 6
- K. **PUBLIC HEARING(S)**  
**RESOLUTION(S)**  
 7. RESOLUTION NO. 13.02.06 Palm Beach County Sheriff's Office Contract.  
 A RESOLUTION BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVING AN AGREEMENT WITH THE PALM BEACH COUNTY SHERIFF TO PROVIDE LAW ENFORCEMENT SERVICES WITHIN THE TOWN OF LAKE PARK, FLORIDA AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT. Tab 7
8. RESOLUTION NO. 16.04.06 Rejoining of the Northlake Boulevard Task Force.  
 A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT PERTAINING TO THE NORTHLAKE BOULEVARD OVERLAY TASK FORCE, BY AND BETWEEN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, THE CITY OF PALM BEACH GARDENS, AND THE TOWN OF NORTH PALM BEACH, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. Tab 8
- L. **DISCUSSION AND POSSIBLE ACTION:**  
 9. Appointment of a Vice-Mayor. Tab 9  
 10. Scheduling of a Priorities Workshop. Tab 10  
 11. Scheduling of Executive Session. Tab 11  
 12. Scheduling of Budget Workshops. Tab 12  
 13. Scheduling of Volunteer Dinner. Tab 13  
 14. Signing of Signature Card. Tab 14
- M. **COMMISSIONER COMMENTS, TOWN ATTORNEY, TOWN MANAGER:**
- N. **ADJOURNMENT:**

# Presentation

**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: April 5, 2006

Agenda Item No.

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input checked="" type="checkbox"/> Other: Proclamation for Paul Garretson | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><input type="checkbox"/> CONSENT AGENDA |
|--|---|

**SUBJECT:** Proclamation honoring Paul Garretson

**RECOMMENDED MOTION/ACTION:**

Approved by Town Manager

Date: 3/31/06

*Vincent Mendez*  
 Name/Title

3/31/06  
 Date of Actual Submittal

|   |  |  |
|---|--|--|
| <b>Originating Department:</b>  | Costs: \$ _____<br><br>Funding Source: _____<br><br>Acct. # _____  | <b>Attachments:</b><br>Memo.   |
| <b>Department Review:</b><br><input type="checkbox"/> City Attorney _____<br><input type="checkbox"/> Community Affairs _____<br><input type="checkbox"/> Community Development _____ | <input type="checkbox"/> Finance _____<br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> PBSO _____  | <input type="checkbox"/> Personnel _____<br><input type="checkbox"/> Public Works _____<br><input checked="" type="checkbox"/> Town Clerk <i>YM</i><br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input type="checkbox"/> Not Required  | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.<br><br><div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">           Yes I have notified everyone _____<br/>           OR<br/>           Not applicable in this case _____:         </div> <div style="width: 35%; text-align: center;">           Please initial one.         </div> </div> |  |

**Summary Explanation/Background:**

**PROCLAMATION BY THE  
TOWN OF LAKE PARK, FLORIDA  
IN HONOR OF PAUL E. GARRETSON**

**WHEREAS;** Paul E. Garretson has been a long time resident of the Town of Lake Park; and

**WHEREAS;** Paul E. Garretson was President of the Lake Park Kiwanis Club from 1995 through 1999; and

**WHEREAS;** between 1995 and 2000, Paul E. Garretson served with distinction as a member of the Planning & Zoning Board, was Chair of the Marina Board, Code Compliance and Education Board where he demonstrated his commitment to the needs of the citizens of the Lake Park community; and

**WHEREAS;** between 2000 and 2006 Paul E. Garretson served as a member of the Town Commission, where he was instrumental in the passage of several important Commission initiatives, most recently the Scripps project, and known for the time he took to participate in Town activities and for the manner in which he made himself available to residents of the Town of Lake Park and its staff; and

**WHEREAS;** by virtue of his unselfish service to the Town of Lake Park, Paul E. Garretson has earned the respect and admiration of all who have come to know him;

**NOW, THEREFORE,** on behalf of the Town Commission of the Town of Lake Park, I, Paul W. Castro, Mayor of the Town of Lake Park, do hereby publicly recognize Paul E. Garretson for his outstanding service and contributions to the Town of Lake Park and its citizens.

**IN WITNESS WHEREOF,** I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 5<sup>th</sup> day of April, 2006.

BY: \_\_\_\_\_  
Mayor Paul W. Castro

ATTEST:

\_\_\_\_\_  
Vivian Mendez, Town Clerk

# TAB 1

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: April 5, 2006

Agenda Item No.

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING              | <input checked="" type="checkbox"/> RESOLUTION    |
| <input type="checkbox"/> Ordinance on Second Reading | <input type="checkbox"/> DISCUSSION               |
| <input type="checkbox"/> Public Hearing              | <input type="checkbox"/> BID/RFP AWARD            |
| <input type="checkbox"/> ORDINANCE ON FIRST READING  | <input type="checkbox"/> GENERAL APPROVAL OF ITEM |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM    | <input type="checkbox"/> CONSENT AGENDA           |
| <input type="checkbox"/> Other:                      |   |

**SUBJECT:** Resolution 20.04.06; To Accept the Results of the General Election.

**RECOMMENDED MOTION/ACTION:** Staff recommends that the Commission make a motion to approve Resolution 20.04.06.

Approved by Town Manager

Date: 3/31/06

*Verian Mendez*  
Name/Title

3/20/06  
Date of Actual Submittal

|  |  |  |
|--|--|--|
| <b>Originating Department:</b>   | Costs: \$<br>Funding Source:<br>Acct. #  | <b>Attachments:</b><br>Memo.   |
| Department Review<br><input checked="" type="checkbox"/> City Attorney <i>CM</i><br><input type="checkbox"/> Community Affairs<br><input type="checkbox"/> Community Development | <input type="checkbox"/> Finance<br><input type="checkbox"/> Fire Dept<br><input type="checkbox"/> Library<br><input type="checkbox"/> PBSO            | <input type="checkbox"/> Personnel<br><input type="checkbox"/> Public Works<br><input checked="" type="checkbox"/> Town Clerk <i>YM</i><br><input type="checkbox"/> Town Manager |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input type="checkbox"/> Not Required   | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone _____<br>or<br>Not applicable in this case _____<br>Please initial one.   |

**Summary Explanation/Background:**

**RESOLUTION NO. 20-04-06**

**A RESOLUTION OF THE TOWN COMMISSION OF  
LAKE PARK, FLORIDA, CERTIFYING THE  
RESULTS OF THE GENERAL ELECTION HELD ON  
MARCH 14, 2006 FOR THE OFFICE OF  
COMMISSIONER.**

**WHEREAS**, the election for the office of Commissioner for the Town of Lake Park was held on Tuesday, March 14, 2006; and

**WHEREAS**, the duly appointed and acting clerks and inspectors of the Election Board have made their canvass of ballots as required by law; and

**WHEREAS**, the Town Commission has received the election results.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION  
OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1:** Upon canvass of the election returns, as presented by the Election Board and as certified by the Town Clerk, the Town Commission hereby declares and certifies that a total of 473 electors voted in said election and that they cast ballots as follows:

(A) For the office of Commissioner Seat A:

G. Chuck Balius 321

Lorraine Raymond 152

G. Chuck Balius, having received a majority of votes cast, is hereby declared elected to the Office of Commissioner of the Town of Lake Park.

**Section 2.** The foregoing tabulation of the votes cast is hereby certified as the results of the regular election.



**Section 3.** The Town Clerk is directed to send a certified copy of this resolution to the Supervisor of Elections of Palm Beach County, and to post a copy for public notice and information at two prominent places within the Town, one of which shall be the Town Hall.

**Section 4.** This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_, and upon being put to a roll call vote, the vote was as follows:

|                           | AYE   | NAY   |
|---------------------------|-------|-------|
| MAYOR PAUL W. CASTRO      | _____ | _____ |
| VICE-MAYOR PAUL GARRETSON | _____ | _____ |
| COMMISSIONER CHUCK BALIUS | _____ | _____ |
| COMMISSIONER JEFF CAREY   | _____ | _____ |
| COMMISSIONER ED DALY      | _____ | _____ |

The Town Commission thereupon declared the foregoing Resolution NO. 20.04.06 duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2006.

TOWN OF LAKE PARK, FLORIDA

BY: \_\_\_\_\_  
PAUL W. CASTRO  
MAYOR

ATTEST:

\_\_\_\_\_  
Vivian Mendez  
INTERIM TOWN CLERK

(TOWN SEAL)

Approved as to form and legal  
sufficiency:

BY: \_\_\_\_\_  
THOMAS J. BAIRD  
TOWN ATTORNEY



# Palm Beach County

---

DR. ARTHUR ANDERSON  
Supervisor of Elections

240 SOUTH MILITARY TRAIL  
WEST PALM BEACH, FL 33415  
POST OFFICE BOX 22309  
WEST PALM BEACH, FL 33416

TELEPHONE: (561) 656-6200  
FAX NUMBER: (561) 656-6287  
WEBSITE: [www.pbcelections.org](http://www.pbcelections.org)

TO: Municipal Clerks - Belle Glade, Boca Raton, Delray Beach, Glen Ridge, Highland Beach, Lake Clarke Shores, Lake Park, Lake Worth, Lantana, Mangonia Park, North Palm Beach, Pahokee, Riviera Beach, Royal Palm Beach, Wellington, West Palm Beach

DATE: March 15, 2006

Enclosed please find the Official Results for the Municipal Elections held on March 14, 2006.

Charmaine A. Kelly  
Charmaine A Kelly, Chief Deputy  
Administration & Personnel

CAK/smc

Encl

OFFICIAL RESULTS  
Cumulative Totals

alm Beach County

|  |              |   |              |  |            |
|--|--------------|---|--------------|--|------------|
| REGISTRATION & TURNOUT<br>alm Beach County |              | COMM MEMBER - SEAT #2 - 2 YEAR - DELRAY BEACH   |              | COUNCILMAN GROUP IV - LAKE CLARKE SHORES(2)(M) |            |
| Complete Precincts:                        | 252 of 252   | Complete Precincts:                             | 45 of 45     | Complete Precincts:                            | 2 of 2     |
| Under Votes:                               |              | Under Votes:                                    | 77           | Under Votes:                                   | 19         |
| Over Votes:                                |              | Over Votes:                                     | 3            | Over Votes:                                    | 0          |
| Section Day Ballots Cast                   | 30,960 0.00% | Joe Ferrer                                      | 673 10.89%   | David Keir                                     | 229 32.48% |
| Absentee Ballots Cast                      | 2,713 0.00%  | Fred B. Felzer                                  | 2,567 41.54% | Tom Mayes, Jr.                                 | 476 67.52% |
| Provisional Ballots Cast                   | 107 0.00%    | Jayne King                                      | 476 7.70%    |  |            |
| Total Ballots Cast                         | 33,780 0.00% | Nick Loeb                                       | 2,463 39.86% |  |            |
| SEAT C - BELLE GLADE                       |              | COMM MEMBER - SEAT #4 - DELRAY BEACH            |              | COUNCILMAN GROUP V - LAKE CLARKE SHORES(2)(M)  |            |
| Complete Precincts:                        | 7 of 7       | Complete Precincts:                             | 45 of 45     | Complete Precincts:                            | 2 of 2     |
| Under Votes:                               | 19           | Under Votes:                                    | 302          | Under Votes:                                   | 11         |
| Over Votes:                                | 0            | Over Votes:                                     | 0            | Over Votes:                                    | 0          |
| Mary S. Kendall                            | 1,293 50.81% | Shirley Ervin Johnson                           | 2,532 42.50% | Valentin Rodriguez, Jr.                        | 376 52.73% |
| Michael C. Martin                          | 1,252 49.19% | Brenda B. Montague                              | 3,425 57.50% | Sam Schooley                                   | 251 35.20% |
|  |              |   |              | Patrick M. Ward                                | 86 12.06%  |
| SEAT D - BELLE GLADE                       |              | COUNCIL SEAT 1 - GLEN RIDGE                     |              | COMMISSIONER GROUP A - LAKE PARK(2)            |            |
| Complete Precincts:                        | 7 of 7       | Complete Precincts:                             | 3 of 3       | Complete Precincts:                            | 6 of 6     |
| Under Votes:                               | 29           | Under Votes:                                    | 0            | Under Votes:                                   | 18         |
| Over Votes:                                | 0            | Over Votes:                                     | 0            | Over Votes:                                    | 0          |
| Shelly S. Miller                           | 1,281 50.53% | John 'Matthew' Hadden                           | 31 56.36%    | Chuck Ballus                                   | 321 67.86% |
| Steve B. Wilson                            | 1,254 49.47% | Boyd J. Lenkersdorf                             | 24 43.64%    | Lorraine Raymond                               | 152 32.14% |
| SEAT E - BELLE GLADE                       |              | COUNCILMAN GROUP III - LAKE CLARKE SHORES(2)(M) |              | COMMISSIONER GROUP C - LAKE PARK(2)            |            |
| Complete Precincts:                        | 7 of 7       | Complete Precincts:                             | 2 of 2       | Complete Precincts:                            | 6 of 6     |
| Under Votes:                               | 38           | Under Votes:                                    | 8            | Under Votes:                                   | 8          |
| Over Votes:                                | 0            | Over Votes:                                     | 0            | Over Votes:                                    | 0          |
| Gwendolyn J. L. Asia-Williams              | 1,276 50.51% | Terry J. Glenn                                  | 315 43.99%   | Kelleen 'Kellie' Allen                         | 19 3.93%   |
| Frank 'Duane' Mayo                         | 1,250 49.49% | Robert M. W. Shalhoub                           | 401 56.01%   | Joseph Lorelli                                 | 38 7.87%   |
|  |              |   |              | Patricia Plasket Osterman                      | 241 49.90% |
|  |              |   |              | William 'Bill' Otterson                        | 82 16.98%  |
|  |              |   |              | Joby Slay                                      | 103 21.33% |

|   |              |
|---|--------------|
| COMMISSIONER DIST NO. 2 - LAKE WORTH(1) |              |
| Complete Precincts:                     | 15 of 15     |
| Under Votes:                            | 82           |
| Over Votes:                             | 0            |
|   | 1,112 43.61% |
| George Goyanes                          | 741 29.06%   |
| ara Jennings                            | 593 23.25%   |
| ndy Procyk                              | 104 4.08%    |
| cott William Schaefer                   |              |

|   |              |
|---|--------------|
| COMMISSIONER DIST NO. 4 - LAKE WORTH(1) |              |
| Complete Precincts:                     | 15 of 15     |
| Under Votes:                            | 63           |
| Over Votes:                             | 0            |
|   | 549 21.37%   |
| Barbara Aubel                           | 488 19.00%   |
| Edmund DeVeaux                          | 293 11.41%   |
| elen K. Snider                          | 1,239 48.23% |
| David G. Vaspo                          |              |

|                     |            |
|---------------------|------------|
| MAYOR - LANTANA(1)  |            |
| Complete Precincts: | 6 of 6     |
| Under Votes:        | 3          |
| Over Votes:         | 0          |
|                     | 67 16.14%  |
| Rosemary A. Mouring | 348 83.86% |
| David J. Stewart    |            |

|                        |           |
|------------------------|-----------|
| SEAT 5 - MANGONIA PARK |           |
| Complete Precincts:    | 2 of 2    |
| Under Votes:           | 2         |
| Over Votes:            | 0         |
|                        | 56 47.46% |
| Peggy H. Cook          | 43 36.44% |
| Frances M. Ellen       | 19 16.10% |
| Charles R. Miller      |           |

|                               |            |
|-------------------------------|------------|
| GROUP 3 - NORTH PALM BEACH(2) |            |
| Complete Precincts:           | 10 of 10   |
| Under Votes:                  | 20         |
| Over Votes:                   | 0          |
|                               | 923 52.18% |
| Manny Grinn                   | 846 47.82% |
| Don Noel                      |            |

|                               |            |
|-------------------------------|------------|
| GROUP 5 - NORTH PALM BEACH(2) |            |
| Complete Precincts:           | 10 of 10   |
| Under Votes:                  | 24         |
| Over Votes:                   | 0          |
|                               | 941 53.31% |
| Bill Manuel                   | 824 46.69% |
| Rob Rennebaum                 |            |

|                     |            |
|---------------------|------------|
| MAYOR - PAHOKEE     |            |
| Complete Precincts: | 3 of 3     |
| Under Votes:        | 12         |
| Over Votes:         | 0          |
|                     | 200 27.86% |
| Alvis Davis         | 171 23.82% |
| Henrietta Johnson   | 347 48.33% |
| J. P. Sasser        |            |

|                                   |            |
|-----------------------------------|------------|
| CITY COMMISSION GROUP 1 - PAHOKEE |            |
| Complete Precincts:               | 3 of 3     |
| Under Votes:                      | 29         |
| Over Votes:                       | 0          |
|                                   | 357 50.93% |
| Gary McEntire                     | 344 49.07% |
| Camella Slydell                   |            |

|                                    |            |
|------------------------------------|------------|
| CITY COMMISSION GROUP II - PAHOKEE |            |
| Complete Precincts:                | 3 of 3     |
| Under Votes:                       | 17         |
| Over Votes:                        | 0          |
|                                    | 415 58.20% |
| Allie Biggs                        | 298 41.80% |
| Diane Walker                       |            |

|                                      |              |
|--------------------------------------|--------------|
| COUNCILPERSON DIST 2 - RIVIERA BEACH |              |
| Complete Precincts:                  | 17 of 17     |
| Under Votes:                         | 52           |
| Over Votes:                          | 0            |
|                                      | 1,145 42.87% |
| Judy L. Davis                        | 1,526 57.13% |
| Norma Duncombe                       |              |

|  |              |
|--|--------------|
| COUNCILPERSON DIST 4 - RIVIERA BEACH(1)(M) |              |
| Complete Precincts:                        | 17 of 17     |
| Under Votes:                               | 73           |
| Over Votes:                                | 1            |
|  | 1,339 50.55% |
| James 'Jim' Jackson                        | 1,310 49.45% |
| Dennis Widlansky                           |              |

|                               |            |
|-------------------------------|------------|
| GROUP 1 - ROYAL PALM BEACH(2) |            |
| Complete Precincts:           | 15 of 15   |
| Under Votes:                  | 50         |
| Over Votes:                   | 1          |
|                               | 835 58.60% |
| David Swift                   | 590 41.40% |
| Martha Webster                |            |

**OFFICIAL RESULTS**  
Cumulative Totals

Palm Beach County

|  |  |   |  |   |  |
|--|--|---|--|---|--|
| <b>GROUP 2 - ROYAL PALM BEACH(2)</b><br><br>Complete Precincts: 15 of 15<br>Under Votes: 38<br>Over Votes: 1<br>Fern Hetherington 549 38.20%<br>Barbara Isenberg 888 61.80%                            |  | <b>COUNCIL SEAT #3 - WELLINGTON</b><br><br>Complete Precincts: 22 of 22<br>Under Votes: 113<br>Over Votes: 0<br>Peter LoFaso 985 20.80%<br>Bob Margolis 2,410 50.89%<br>Lorrie Miller 1,061 22.40%<br>Peter D. Wein 280 5.91% |  | <b>HB - REFERENDUM</b><br><br>Complete Precincts: 4 of 4<br>Under Votes: 0<br>Over Votes: 0<br>FOR PROJECT 367 82.29%<br>AGAINST PROJECT 79 17.71%  |  |
| <b>GROUP 3 - ROYAL PALM BEACH(2)</b><br><br>Complete Precincts: 15 of 15<br>Under Votes: 32<br>Over Votes: 0<br>Mally Mattioli 848 58.73%<br>Terri M. Wescott 596 41.27%                               |  | <b>DISTRICT 1 - WEST PALM BEACH</b><br><br>Complete Precincts: 60 of 60<br>Under Votes: 20<br>Over Votes: 0<br>James 'Jim' Exline 1,673 59.24%<br>Denise Smith-Barnes 1,151 40.76%  |  | <b>ACME - REFERENDUM</b><br><br>Complete Precincts: 23 of 23<br>Under Votes: 343<br>Over Votes: 0<br>YES 3,061 69.18%<br>NO 1,364 30.82%  |  |
| <b>MAYOR - WELLINGTON</b><br><br>Complete Precincts: 22 of 22<br>Under Votes: 48<br>Over Votes: 1<br>Duane D. Christensen 2,097 43.69%<br>Tom Werham 2,703 56.31%                                      |  | <b>BOCA - REFERENDUM 1</b><br><br>Complete Precincts: 48 of 48<br>Under Votes: 35<br>Over Votes: 0<br>YES 3,370 63.85%<br>NO 1,908 36.15%   |  | <b>STATE OF FLORIDA</b><br><b>COUNTY OF PALM BEACH</b><br>I, DR. ARTHUR ANDERSON, SUPERVISOR OF ELECTIONS,<br>HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY<br>OF THE RECORDS ON FILE IN THIS OFFICE.<br>WITNESS MY HAND AND SEAL, THIS <u>15th</u> DAY OF<br><u>March</u> , 20 <u>06</u> . |  |
| <b>COUNCIL SEAT #2 - WELLINGTON</b><br><br>Complete Precincts: 22 of 22<br>Under Votes: 92<br>Over Votes: 0<br>Lizbeth Benacquisto 2,675 56.23%<br>Julio Galvez 1,422 29.89%<br>Jean Lexima 660 13.87% |  | <b>BOCA - REFERENDUM 2</b><br><br>Complete Precincts: 48 of 48<br>Under Votes: 30<br>Over Votes: 0<br>YES 2,377 44.99%<br>NO 2,906 55.01%   |  | <b>DR. ARTHUR ANDERSON</b><br>SUPERVISOR OF ELECTIONS<br>PALM BEACH COUNTY, FLORIDA<br>BY: <i>Arthur Anderson</i>   |  |

# TAB 2

**Town of Lake Park Town Commission  
Agenda Request Form**

Meeting Date: April 5, 2006

Agenda Item No.

- ☐ PUBLIC HEARING ☒ RESOLUTION  
☐ Ordinance on Second Reading ☐ DISCUSSION  
☐ Public Hearing  
☐ ORDINANCE ON FIRST READING ☐ BID/RFP AWARD  
☐ GENERAL APPROVAL OF ITEM ☐ CONSENT AGENDA  
☐ Other:

**SUBJECT:** Resolution 21.04.06; To Accept the Results of the Runoff Election.

**RECOMMENDED MOTION/ACTION:** Staff recommends that the Commission make a motion to approve Resolution 21.04.06.

Approved by Town Manager

Date: 3/31/06

Name/Title

Date of Actual Submittal

|   |  |  |
|---|--|--|
| <b>Originating Department:</b>  | Costs: \$<br>Funding Source:<br>Acct. #  | <b>Attachments:</b><br>Memo.   |
| <b>Department Review:</b><br><input type="checkbox"/> City Attorney<br><input type="checkbox"/> Community Affairs<br><input type="checkbox"/> Community Development | <input type="checkbox"/> Finance<br><input type="checkbox"/> Fire Dept<br><input type="checkbox"/> Library<br><input type="checkbox"/> PBSO            | <input type="checkbox"/> Personnel<br><input type="checkbox"/> Public Works<br><input checked="" type="checkbox"/> Town Clerk<br><input type="checkbox"/> Town Manager |
| <b>Advertised:</b><br>Date:<br>Paper:<br><input type="checkbox"/> Not Required  | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone<br>OR<br>Not applicable in this case<br>Please initial one.   |

**Summary Explanation/Background:**



**RESOLUTION NO. 21-04-06**

**A RESOLUTION OF THE TOWN COMMISSION OF  
LAKE PARK, FLORIDA, CERTIFYING THE  
RESULTS OF THE RUNOFF ELECTION HELD ON  
MARCH 28, 2006 FOR THE OFFICE OF  
COMMISSIONER.**

**WHEREAS**, the runoff election for the office of Commissioner for the Town of Lake Park was held on Tuesday, March 28, 2006; and

**WHEREAS**, the duly appointed and acting clerks and inspectors of the Election Board have made their canvass of ballots as required by law; and

**WHEREAS**, the Town Commission has received the election results,

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION  
OF THE TOWN OF LAKE PARK, FLORIDA:**

**Section 1:** Upon canvass of the election returns, as presented by the Election Board and as certified by the Town Clerk, the Town Commission hereby declares and certifies that a total of 565 electors voted in said election and that they cast ballots as follows:

(A) For the office of Commissioner Seat C:

Patricia Plasket Osterman 302

Joby Slay 263

Patricia Plasket Osterman, having received a majority of votes cast, is hereby declared elected to the Office of Commissioner of the Town of Lake Park.

**Section 2.** The foregoing tabulation of the votes cast is hereby certified as the results of the regular election.

**Section 3.** The Town Clerk is directed to send a certified copy of this resolution to the Supervisor of Elections of Palm Beach County, and to post a copy for public notice and information at two prominent places within the Town, one of which shall be the Town Hall.

**Section 4.** This resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_, and upon being put to a roll call vote, the vote was as follows:

|                           | AYE   | NAY   |
|---------------------------|-------|-------|
| MAYOR PAUL W. CASTRO      | _____ | _____ |
| VICE-MAYOR PAUL GARRETSON | _____ | _____ |
| COMMISSIONER CHUCK BALIUS | _____ | _____ |
| COMMISSIONER JEFF CAREY   | _____ | _____ |
| COMMISSIONER ED DALY      | _____ | _____ |

The Town Commission thereupon declared the foregoing Resolution NO. 21.04.06 duly passed and adopted this 5<sup>th</sup> day of April, 2006.

TOWN OF LAKE PARK, FLORIDA

BY: \_\_\_\_\_  
PAUL W. CASTRO  
MAYOR

ATTEST:

\_\_\_\_\_  
Vivian Mendez  
TOWN CLERK

(TOWN SEAL)

Approved as to form and legal  
sufficiency:

BY: \_\_\_\_\_  
THOMAS J. BAIRD  
TOWN ATTORNEY



## Palm Beach County

---

DR. ARTHUR ANDERSON  
Supervisor of Elections

240 SOUTH MILITARY TRAIL  
WEST PALM BEACH, FL 33415  
POST OFFICE BOX 22309  
WEST PALM BEACH, FL 33416

TELEPHONE: (561) 656-6200  
FAX NUMBER: (561) 656-6287  
WEBSITE: [www.pbcelections.org](http://www.pbcelections.org)

TO: Municipal Clerks  
Lake Park, Lake Worth, Mangonia Park, Pahokee

DATE: March 29, 2006

Enclosed please find the Official Results for the Municipal Elections held on March 28, 2006.

Charmaine A. Kelly  
Charmaine A Kelly, Chief Deputy  
Administration & Personnel

CAK/smc

Encl

REGISTRATION & TURNOUT  
Palm Beach County

|                           |              |
|---------------------------|--------------|
| Complete Precincts:       | 23 of 23     |
| Total Registration        | 23,200       |
| Election Day Ballots Cast | 3,898 16.80% |
| Absentee Ballots Cast     | 184 0.79%    |
| Provisional Ballots Cast  | 9 0.04%      |
| Total Ballots Cast        | 4,091 17.63% |

Seal No. 5

|                     |           |
|---------------------|-----------|
| Complete Precincts: | 2 of 2    |
| Under Votes:        | 0         |
| Over Votes:         | 0         |
| Peggy H. Cook       | 64 52.45% |
| Frances M. Ellen    | 58 47.54% |

MAYOR

|                           |            |
|---------------------------|------------|
| Complete Precincts:       | 6 of 6     |
| Under Votes:              | 2          |
| Over Votes:               | 0          |
| Patricia Plasket Osterman | 302 53.45% |
| Joby Slay                 | 263 46.55% |

|                     |            |
|---------------------|------------|
| Complete Precincts: | 3 of 3     |
| Under Votes:        | 1          |
| Over Votes:         | 0          |
| Alvis Davis         | 313 40.60% |
| J. P. Sasser        | 458 59.40% |

COMMISSIONER DISTRICT #2

|                     |              |
|---------------------|--------------|
| Complete Precincts: | 15 of 15     |
| Under Votes:        | 56           |
| Over Votes:         | 0            |
| Jorge Goyanes       | 985 38.27%   |
| Cara Jennings       | 1,589 61.73% |

COMMISSIONER DISTRICT #4

|                     |              |
|---------------------|--------------|
| Complete Precincts: | 15 of 15     |
| Under Votes:        | 88           |
| Over Votes:         | 1            |
| Barbara Aubel       | 1,080 42.50% |
| David G. Vespo      | 1,461 57.50% |

STATE OF FLORIDA  
COUNTY OF PALM BEACH  
I, DR. ARTHUR ANDERSON, SUPERVISOR OF ELECTIONS,  
HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY  
OF THE RECORDS ON FILE IN THIS OFFICE.  
WITNESS MY HAND AND SEAL, THIS 29th DAY OF  
March, 2006.

DR. ARTHUR ANDERSON  
SUPERVISOR OF ELECTIONS  
PALM BEACH COUNTY, FLORIDA  
BY: *[Signature]*

# TAB 3

### **OATH OF TOWN COMMISSION MEMBERS**

I do solemnly swear (or affirm) that I will support, protect and defend the Constitution and Government of the United States of the State of Florida, and that I am duly qualified to hold office under the Constitution of the State; and that I will well and faithfully perform the duties of (Commission member or Mayor, as applicable) which I am now about to enter, so help me, God.

# TAB 4



**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: April 5, 2006

Agenda Item No.

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|--|---|

**SUBJECT:** Recognizing April as Water Conservation Month

**RECOMMENDED MOTION/ACTION:** Approval of Proclamation recognizing April as Water Conservation Month.

Approved by Town Manager

Date: 3/21/06

*Vincent Mendez*  
 Name/Title

3/24/06  
 Date of Actual Submittal

|   |  |  |
|---|--|--|
| <b>Originating Department:</b>  | Costs: \$ _____<br><br>Funding Source: _____<br><br>Acct. # _____  | <b>Attachments:</b><br>Memo.   |
| <b>Department Review:</b><br><input type="checkbox"/> City Attorney _____<br><input type="checkbox"/> Community Affairs _____<br><input type="checkbox"/> Community Development _____ | <input type="checkbox"/> Finance _____<br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> PBSO _____  | <input type="checkbox"/> Personnel _____<br><input type="checkbox"/> Public Works _____<br><input checked="" type="checkbox"/> Town Clerk <i>Ym</i><br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input type="checkbox"/> Not Required  | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.<br><br><div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">         Yes I have notified everyone _____<br/>         OR<br/>         Not applicable in this case _____:       </div> <div style="width: 35%; text-align: center;">         Please initial one.       </div> </div> |  |

**Summary Explanation/Background:** Governor Jeb Bush has proclaimed April as Water Conservation Month. The South Florida Water Management District and its Governing Board support this initiative and is asking local governments, utilities and other organizations to adopt their own version of the proclamation before April 17<sup>th</sup>.

**PROCLAMATION  
PALM BEACH COUNTY  
TOWN OF LAKE PARK, FLORIDA**

**WHEREAS;** water is a basic and essential need of every living creature;  
and

**WHEREAS;** The State of Florida, Water Management Districts and the Town of Lake Park are working together to increase awareness about the importance of water conservation; and

**WHEREAS;** The Town of Lake Park and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

**WHEREAS;** The Town of Lake Park has always encouraged and supported water conservation, through various educational programs and special events; and

**WHEREAS;** every business, industry, school and citizen can make a difference when it comes to conserving water; and

**WHEREAS;** every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

**NOW, THEREFORE;** on behalf of the Commission of the Town of Lake Park, I, Paul W. Castro, Mayor of the Town of Lake Park, Florida do hereby publicly proclaim the month of April as

**Water Conservation Month**

The Town of Lake Park, Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

*IN WITNESS WHEREOF, I have hereto set my hand and caused the official Seal of the Town of Lake Park, Florida to be affixed this 5<sup>th</sup> day of April, 2006.*

BY: \_\_\_\_\_  
*Mayor Paul Castro*

ATTEST:

\_\_\_\_\_  
*Vivian Mendez, Town Clerk*

(Town Seal)

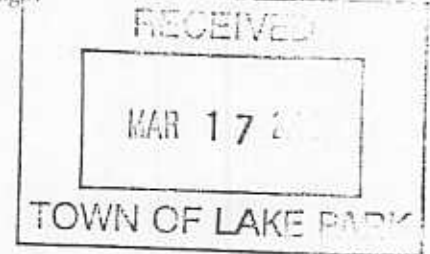


## SOUTH FLORIDA WATER MANAGEMENT DISTRICT

3301 Gun Club Road, West Palm Beach, Florida 33406 • (561) 686-8800 • FL WATS 1-800-432-2045 • TDD (561) 697-2574  
Mailing Address: P.O. Box 24680, West Palm Beach, FL 33416-4680 • [www.sfwmd.gov](http://www.sfwmd.gov)

March 6, 2006

The Honorable Paul Castro, Mayor  
Town of Lake Park  
535 Park Avenue  
Lake Park, FL 33403



**Subject: Water Conservation Proclamations for Local Governments,  
Utilities and other Organizations**

Dear Mayor Castro:

Governor Jeb Bush has proclaimed April as Water Conservation Month. By doing so, the Governor has made it clear that water conservation is an important component of a dependable water supply. The South Florida Water Management District and its Governing Board supports this initiative and is asking local governments, utilities and other organizations to adopt their own version of the attached proclamation before April 17<sup>th</sup>. We also encourage social, cultural and environmental organizations to adopt the proclamation as well. Our District's goal is to have the largest number of water conservation proclamations in the State and they will be presented to the Governor at a special ceremony during the April Cabinet meeting.

Water Conservation is a critical message of the District. We annually solicit for water savings incentive projects (WaterSIP) and alternative water supply projects.

If you decide to adopt the proclamation, please let us know by contacting Jane K. Bucca, Program Manager for Grants and Conservation in the Water Supply Department of the South Florida Water Management District at 561-682-6791.

Thank you for your consideration. We look forward to hearing from you. If you have any questions or need my assistance, please feel free to contact me at 561-682-2283

Sincerely,

*Fred Rapach*

Fred Rapach  
Service Center Director, Palm Beach County

FR/dm

#### GOVERNING BOARD

Kevin McCarty, Chair  
Irela M. Bague, Vice-Chair  
Pamela Brooks-Thomas

Alice J. Carlson  
Michael Collins  
Nicolas J. Gutierrez, Jr., Esq.

Lennart E. Lindahl, P.E.  
Harkley R. Thornton  
Malcolm S. Wade, Jr.

#### EXECUTIVE OFFICE

Catol Ann Wehle, Executive Director

## **Proclamation**

**(Name of County/ City entity)**  
**(Location)**

**WHEREAS**, water is a basic and essential need of every living creature; and

**WHEREAS**, The State of Florida, Water Management Districts and (your name) are working together to increase awareness about the importance of water conservation; and

**WHEREAS**, (your city or county name) and the State of Florida has designated April, typically a dry month when water demands are most acute, Florida's Water Conservation Month, to educate citizens about how they can help save Florida's precious water resources; and

**WHEREAS**, (your name) has always encouraged and supported water conservation, through various educational programs and special events; and

**WHEREAS**, every business, industry, school and citizen can make a difference when it comes to conserving water; and

**WHEREAS**, every business, industry, school and citizen can help by saving water and thus promote a healthy economy and community; and

**NOW, THEREFORE**, be it resolved that by virtue of the authority vested in me as (Chairman, Mayor, etc) of (your city or county name) (commissioners or councilmen, etc) do hereby proclaim the month of April as

### **Water Conservation Month**

(your city or county name), Florida is calling upon each citizen and business to help protect our precious resource by practicing water saving measures and becoming more aware of the need to save water.

# **Consent Agenda**

# TAB 5

**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: April 5, 2006

Agenda Item No.

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

**SUBJECT:** Special Call Commission Meeting Minutes of March 6, 2006.

**RECOMMENDED MOTION/ACTION:** \_ Approve the minutes from the Special Call Commission Meeting of March 6, 2006.

Approved by Town Manager

Date: 3/31/06

*Vision Mendez*  
 Name/Title

3/17/06  
 Date of Actual Submittal

|   |   |   |
|---|---|---|
| <b>Originating Department:</b>  | Costs: \$<br><br>Funding Source:<br><br>Acct. #   | <b>Attachments:</b><br>Memo.  |
| <b>Department Review:</b><br><input type="checkbox"/> City Attorney _____<br><input type="checkbox"/> Community Affairs _____<br><input type="checkbox"/> Community Development _____ | <input type="checkbox"/> Finance _____<br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> PBSO _____ | <input type="checkbox"/> Personnel _____<br><input type="checkbox"/> Public Works _____<br><input checked="" type="checkbox"/> Town Clerk <i>YML</i><br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input type="checkbox"/> Not Required  | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.              |   |
| Yes I have notified everyone _____<br>or<br>Not applicable in this case _____:<br><br>Please initial one.   |   |   |

**Summary Explanation/Background:**



**Minutes**  
**Town of Lake Park, Florida**  
**Special Call Commission Meeting**  
**March 6, 2006 7:30 p.m.**  
**Town Commission Chambers, 535 Park Avenue**

The Town Commission met for the purpose of a Special Call Commission Meeting on Monday, March 6, 2006 at 7:30 p.m. Present were Mayor Castro, Vice-Mayor Garretson, Commissioners Balius, Carey, and Daly, Town Manager Paul Carlisle, Town Attorney Thomas Baird, and Interim Town Clerk Vivian Mendez.

Interim Town Clerk Vivian Mendez performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

*None.*

**Motion: A motion was made by Commissioner Balius to approve the agenda; Commissioner Daly made the second.**

Vote on Motion:

| Commission Member    | Yes | No | Other |
|----------------------|-----|----|-------|
| Commissioner Balius  | X   |    |       |
| Commissioner Daly    | X   |    |       |
| Commissioner Carey   | X   |    |       |
| Vice-Mayor Garretson | X   |    |       |
| Mayor Castro         | X   |    |       |

Motion passed 5-0.

**RESOLUTION(S)**

**Scripps Interlocal Agreement**

Mayor Castro began the meeting by stating his concerns with the Interlocal Agreement. Mayor Castro main concern pertained to the action taken by the Town with this agreement and its affect on the future land use as it pertains to the Comprehensive Plan. Town Attorney Thomas Baird stated that the Interlocal Agreement directs the Town's to initiate plan amendments at their next scheduled timeframe. Town Attorney Thomas Baird stated that the cycle would take place on or before the Evaluation and Appropriation Report (EAR). Mayor Castro expressed his concern with the manner in which the future land use map would be affected. Town Manager Paul Carlisle explained that the Interlocal Agreement would only affected the Overlay, not the entire Comprehensive Plan. Town Attorney Thomas Baird clarified that the Bioscience Land Protection Advisory Board's function provides recommendation regarding re-zonings, and propose amendments to the land development regulations. Mayor Castro indicated that as the Town proceeds with the EAR process and adopts the



land use for properties that the maps would not be put through the process indicated. Mayor Castor express his concern with the two (2) month process timeframe indicated before the plan would go to the Planning & Zoning and Commission process. See "Exhibit A". Mayor Castro introduced Palm Beach County Commissioner Karen Marcus. County Commissioner Marcus explained that the intent was not to slow down the process, but make sure that it did not stall for more than two (2) months. County Commissioner Marcus explained that this process would eliminate the concerns the Mayor Castro expressed. Town Manager Paul Carlisle explained that the process can occur concurrently, so it would not slow down the process. Mayor Castor expressed his final concern with Section 3 item 4, which stated the creation of the Bioscience Research Protection Overlay which: Contains policies protecting land subject to the overlay from residential or commercial development. Mayor Castro wanted clarification with regards to the commercial development. Town Attorney Thomas Baird explained that the Interlocal Agreement would protect the land from being converted from the current use. Town Attorney Thomas Baird explained that the language used in the Interlocal Agreement allows, all the City's involved, to adopt policies in the future land use element, that are nearly identical to protect from conversion land uses that are suitable for Bioscience. Mayor Castor explained that he encourages Bio tech in Town, but was concerned that the language needed to clearly states that no other changes are to be made to residential or commercial development. Town Manager Paul Carlisle explained that this would not affect the how, where, or when the Overlay was created. Town Manager Paul Carlisle stated that the Town does not want to remain with vacant land that can not be developed. Mayor Castro clarified the discussion by saying that once the Town creates its Comprehensive Plan, no amendments would allow for residential or commercial land use change. Town Attorney Thomas Baird responded by saying yes, once the Overlay is adopted. County Commissioner Marcus explained that the procedure: The application would be reviewed by the Advisory Board, the Advisory Board would make recommendations to the Town's or City's Commission, then when the Commission creates its Comprehensive Plan the recommendations of the Advisory Board would be considered. County Commissioner Marcus stated that procedures are in place to assure properties are used properly. County Commissioner Marcus went of to say that the overall goal of Governor Bush was to keep industrial latitude in the area.

**Motion: A motion was made by Vice-Mayor Garretson to approve the Interlocal Agreement; Commissioner Balius made the second.**

Vote on Motion:

| Commission Member    | Yes | No | Other |
|----------------------|-----|----|-------|
| Commissioner Balius  | X   |    |       |
| Commissioner Daly    | X   |    |       |
| Commissioner Carey   | X   |    |       |
| Vice-Mayor Garretson | X   |    |       |
| Mayor Castro         | X   |    |       |

Motion passed 5-0.

County Commissioner Marcus thanked both Paul Carlisle and Paul Garretson for their efforts with the Scripps project.

## ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Commissioner Balius and seconded by Commissioner Daly, and by unanimous vote, the meeting adjourned at 7:43 p.m.

---

Mayor Paul Castro

---

Interim Town Clerk Vivian Mendez

Approved on this 5<sup>th</sup> day of April, 2006.

**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY  
AND THE CITY OF PALM BEACH GARDENS, THE TOWN OF  
JUPITER, THE TOWN OF MANGONIA PARK, THE TOWN OF LAKE  
PARK, AND THE CITY OF RIVIERA BEACH CREATING A  
BIOSCIENCE LAND PROTECTION ADVISORY BOARD AND  
PROVIDING FOR CONSIDERATION OF LOCAL COMPREHENSIVE  
PLAN AMENDMENTS TO ESTABLISH AND PROTECT BIOSCIENCE  
RESEARCH PROTECTION OVERLAYS**

This Interlocal Agreement is made the \_\_\_\_\_ day of \_\_\_\_\_, 2006,  
between Palm Beach County, a political subdivision of the State of Florida ("County"),  
and the City of Palm Beach Gardens, the City of Riviera Beach, the Town of Mangonia  
Park, the Town of Lake Park, and the Town of Jupiter, Florida municipal corporations  
("Cities"), collectively referred to as "the Parties", each one constituting a public agency  
as defined in Part I of Chapter 163, Florida Statutes.

**WHEREAS**, Section 163.01, Florida Statutes, known as the "Florida Interlocal  
Cooperation Act of 1969" authorizes local governments to make the most efficient use  
of their powers by enabling them to cooperate with other localities on a basis of mutual  
advantage and thereby to provide services and facilities that will harmonize geographic,  
economic, population, and other factors influencing the needs and development of local  
communities; and

**WHEREAS**, Part I of Chapter 163, Florida Statutes, permits public agencies, as  
defined therein, to enter into interlocal agreements with each other to jointly exercise  
any power, privilege, or authority which such agencies share in common and which  
each might exercise separately; and

**WHEREAS,** the Cities and County recognize that the relocation of The Scripps Research Institute's ("TSRI") operations onto Florida Atlantic University's John D. McArthur Campus ("FAU Jupiter Campus") and a portion of the Briger Parcel in Palm Beach Gardens ("Briger") will further the vision of the Governor and the State of Florida to create an economic development cluster to support TSRI; and

**WHEREAS,** the Cities and County recognize that the creation of an economic development cluster to support TSRI will ensure a diversified economy and provide high-wage employment within Palm Beach County, the Treasure Coast Region, and the State; and

**WHEREAS,** the Palm Beach County Board of County Commissioners elected to enter into negotiations with TSRI for the relocation of its operations to the FAU Jupiter Campus and to Briger in reliance on the Cities' commitment to support an economic development cluster in support of TSRI; and

**WHEREAS,** to fulfill this commitment, the Cities and County have agreed to form an Advisory Board; and

**WHEREAS,** to fulfill this commitment, the Cities have each agreed to initiate and consider amendments to their respective Comprehensive Plans that establish a Bioscience Research Protection Overlay ("Overlay"), and that provide a super majority vote requirement to protect land identified in the Overlay,

**NOW THEREFORE,** in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

**SECTION 1.** The foregoing recitals are true and correct and are hereby incorporated herein by reference.

**SECTION 2.** Bioscience Land Protection Advisory Board.

A. A Bioscience Land Protection Advisory Board is hereby established. The purpose of the Board shall be to protect those lands which each of the Cities has identified as being subject to a bioscience research area protection overlay.

B. The Board shall consist of seven (7) members with the Governor of the State of Florida; Palm Beach County; the Towns of Jupiter, Lake Park, and Mangonia Park; and the Cities of Palm Beach Gardens and Riviera Beach each appointing one (1) regular member and one (1) alternate member. Each appointment shall follow the same formal procedure the appointing entity uses for board or commission appointments.

C. A quorum of the Board shall be necessary for it to conduct any business and shall consist of four (4) members present and voting. The majority vote of those present and voting shall be required to pass a motion. Each regular member shall have one vote. An alternate member shall sit on behalf of the appointing entity and have a vote only when the regular member of such entity is absent.

D. Authority of Board.

The Board shall have the authority to:

1. Analyze and make recommendations regarding: (a) applications to rezone land or amend the future land use map designation for land; and (b) proposed amendments to the land development regulations that directly affect bioscience research uses on property within the Overlay. No such application to rezone, amend the future land use map, or amend the land development regulations pertaining to said property shall be



considered unless the Board shall have conducted a public meeting on the application and rendered a recommendation to the applicable governing body; provided, however, in the event the Board fails to render a recommendation within sixty (60) days after the staff of the applicable governing body in which the land proposed for approval is located determines that such application or request is complete for purposes of review by the Board, the affected governing body may proceed to consider and make a determination upon the application or request without receiving a recommendation from the Board.

2. Plan for, and address the availability of, developed and undeveloped land for bioscientific training/education, research, and related uses and users.

3. Assist in coordinating, integrating, and streamlining administrative and regulatory procedures at the municipal, county, regional, and state levels for bioscience research uses.

4. Consider and/or propose policy initiatives and legislative or regulatory efforts to encourage and sustain the development of biomedical research uses in the Overlay.

5. Set fees and charges as determined to be necessary for direct costs and expenses incurred by the Board in reviewing development applications.

### **SECTION 3.** Comprehensive Plan Amendments.

The Parties recognize that it may be necessary for the Cities to amend their respective Comprehensive Plans to achieve the goals of this Interlocal Agreement. Each City agrees to direct its respective staff to initiate plan amendments, no later than its next regular round of comprehensive plan amendments, as may be necessary to establish and protect a Bioscience Research Protection Overlay within its jurisdiction. These proposed amendments shall include, at a minimum, amendments to the Future Land Use Element and the Intergovernmental Coordination Element which provide for:

A. The creation of a Bioscience Research Protection Overlay which:

1. Maps the properties subject to the Overlay.
2. Identifies permitted uses within the Overlay.
3. Identifies prohibited uses within the Overlay.
4. Contains policies protecting lands subject to the overlay from residential or commercial development
5. Contains policies providing mechanisms to coordinate planning between local governments and ensure intergovernmental cooperation in the development and implementation of the Overlay

B. A requirement for a super majority vote of the governing body to approve conversion of land uses on property within the Bioscience Research Protection Overlay.



**SECTION 4.** Financial Obligations.

A. Each city will provide technical support necessary to allow the Board to fully review and make recommendations regarding projects in their respective jurisdictions and will provide other technical and logistical support to the extent determined appropriate by each city.

B. County will provide technical support and logistical support to the Board to the extent determined appropriate by the County.

C. If agreed to by the Parties in writing and subject to the appropriation by each party, the Parties may agree to fund the operation of the Board, in whole or in part, through annual appropriations, in amounts determined by the Board and agreed to by each Party.

**SECTION 5.** General Terms and Conditions.

A. This Agreement shall continue through March 14, 2016, but may be extended by written agreement of the parties.

B. Any party may withdraw from this Agreement upon 365 days' written notice to the other parties, thereby relieving the withdrawing party of all obligations and benefits arising out of this Agreement.

C. This Agreement shall be construed by and governed by the laws of the State of Florida. Venue shall be in circuit court for Palm Beach County, and each party shall bear its own fees and costs.

D. The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

E. In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

F. This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, written or oral, relating to this Agreement.

G. This Agreement may be modified and amended only by written instrument executed by the parties hereto.

H. None of the parties shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to another party based upon who drafted it.

I. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

J. This document can be signed in counterparts.

K. All notices given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail, personal delivery or a nationally-recognized overnight delivery service to the following:

If to County:

Scripps Program Manager  
Palm Beach County  
301 North Olive Avenue, 11<sup>th</sup> Floor  
West Palm Beach, Florida 33401

With a copy to:

Chief Assistant County Attorney  
Palm Beach County Attorney's Office  
301 North Olive Avenue, Suite 601  
West Palm Beach, Florida 33401

If to Palm Beach Gardens:

City Manager  
City of Palm Beach Gardens  
10500 N. Military Trail  
Palm Beach Gardens, Florida 33410

With a copy to:

City Attorney  
City of Palm Beach Gardens  
10500 N. Military Trail  
Palm Beach Gardens, Florida 33410

If to Jupiter:

Town Manager  
Town of Jupiter  
210 Military Trail  
Jupiter, Florida 33458

With a copy to:

Town Attorney  
Town of Jupiter  
210 Military Trail  
Jupiter, Florida 33458

If to Lake Park:

Town Manager  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

With a copy to:

Town Attorney  
Town of Lake Park  
535 Park Avenue  
Lake Park, Florida 33403

If to Mangonia Park:

Town Manager  
Town of Mangonia Park  
1755 E. Tiffany Drive  
Mangonia Park, FL 33407

With a copy to:

Town Attorney  
Town of Mangonia Park  
1755 E. Tiffany Drive  
Mangonia Park, FL 33407

If to Riviera Beach:

City Manager  
City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, Florida 33404

With a copy to:

City Attorney  
City of Riviera Beach  
600 West Blue Heron Blvd.  
Riviera Beach, Florida 33404

Any party may change the address to which notices shall be given to such party upon three (3) days' prior written notice to the other parties. The effective date of any notice given hereunder shall be the date of delivery if by personal delivery or the date of receipt if given by United States or overnight mail.

(The remainder of this page left intentionally blank)

**IN WITNESS WHEREOF**, the parties hereto have affixed their signatures on the  
day and year first above written.

**ATTEST:**

Sharon R. Bock, Clerk &  
Comptroller

By: \_\_\_\_\_  
Deputy Clerk

(SEAL)

**PALM BEACH COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Tony Masilotti, Chairman

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
County Attorney

**APPROVED AS TO TERMS AND  
CONDITIONS**

By: \_\_\_\_\_  
Scripps Program Manager

**ATTEST:**

By: \_\_\_\_\_  
Patricia Snider, CMC, City Clerk

**CITY OF PALM BEACH GARDENS,  
FLORIDA**

By: \_\_\_\_\_  
Joseph R. Russo, Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Christine P. Tatum, City Attorney

**ATTEST:**

**TOWN OF JUPITER, FLORIDA**

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Town Attorney

**ATTEST:**

**TOWN OF LAKE PARK, FLORIDA**

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Town Attorney

**ATTEST:**

**TOWN OF MANGONIA PARK, FLORIDA**

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
Town Attorney

**ATTEST:**

**CITY OF RIVIERA BEACH, FLORIDA**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

**APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY**

By: \_\_\_\_\_  
City Attorney

G:\WPDATA\LANDUSE\RBANKS\scripps\SCRIPPS multi city interlocal.229.doc



# TAB 6

**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: April 5, 2006

Agenda Item No.

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input checked="" type="checkbox"/> CONSENT AGENDA |
|---|--|

**SUBJECT:** Regular Commission Meeting Minutes of March 15, 2006.

**RECOMMENDED MOTION/ACTION:** Approve the minutes from the Regular Commission Meeting of March 15, 2006.

Approved by Town Manager

Date: 3/31/06

*Vincent Mendez*  
 Name/Title

3/27/06  
 Date of Actual Submittal

|   |  |  |
|---|--|--|
| <b>Originating Department:</b>  | Costs: \$<br><br>Funding Source:<br><br>Acct. #  | <b>Attachments:</b><br>Memo.   |
| <b>Department Review:</b><br><input type="checkbox"/> City Attorney<br><input type="checkbox"/> Community Affairs<br><input type="checkbox"/> Community Development | <input type="checkbox"/> Finance<br><input type="checkbox"/> Fire Dept<br><input type="checkbox"/> Library<br><input type="checkbox"/> PBSO            | <input type="checkbox"/> Personnel<br><input type="checkbox"/> Public Works<br><input checked="" type="checkbox"/> Town Clerk <i>VR</i><br><input type="checkbox"/> Town Manager |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input type="checkbox"/> Not Required  | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. |  |
| Yes I have notified everyone _____<br>or<br>Not applicable in this case _____:<br><br>Please initial one.   |  |  |

**Summary Explanation/Background:**

**Minutes**  
**Town of Lake Park, Florida**  
**Regular Commission Meeting**  
**March 15, 2006 7:30 p.m.**  
**Town Commission Chambers, 535 Park Avenue**

The Town Commission met for the purpose of a Regular Commission Meeting on Wednesday, March 15, 2006 at 7:30 p.m. Present were Mayor Castro, Vice-Mayor Garretson, Commissioners Balias, Carey, and Daly, Assistant to the Town Manager Hoa Hoang, Town Attorney Karen Roselli, and Interim Town Clerk Vivian Mendez.

Vivian Mendez led the Invocation.

Vice-Mayor Garretson led the Pledge of Allegiance.

Interim Town Clerk Vivian Mendez performed the Roll Call.

**ADDITIONS/DELETIONS/APPROVAL OF AGENDA**

Swearing in of the Commissioner was removed, results from Supervisor of Elections Office not available.

**Motion: A motion was made by Commissioner Daly to approve the agenda as amended; Vice-Mayor Garretson made the second.**

Vote on Motion:

| Commission Member    | Yes | No | Other |
|----------------------|-----|----|-------|
| Commissioner Balias  | X   |    |       |
| Commissioner Daly    | X   |    |       |
| Commissioner Carey   | X   |    |       |
| Vice-Mayor Garretson | X   |    |       |
| Mayor Castro         | X   |    |       |

Motion passed 5-0.

**PRESENTATION:**

Proclamation to Carole J. Lameier.

Mayor Castro thanked Ms. Lameier for the many dedicated years of service in the Library and wished her well on behalf of the Commission.

Carole Lameier thanked the Town Commission and residents for the honor.

**Motion: A motion was made by Commissioner Balias to approve the Carole J. Lameier Proclamation; Commissioner Daly made the second.**

Vote on Motion:

| Commission Member    | Yes | No | Other |
|----------------------|-----|----|-------|
| Commissioner Balias  | X   |    |       |
| Commissioner Daly    | X   |    |       |
| Commissioner Carey   | X   |    |       |
| Vice-Mayor Garretson | X   |    |       |
| Mayor Castro         | X   |    |       |

Motion passed 5-0.

Proclamation for Eric Jahnke.

Mayor Castro express condolences from the Town Commission to the Jahnke family on the loss of Eric.

Commissioner Balias explained that Mr. Jahnke encourage him to run for the 2001 General Election, and would not be Commissioner today if not for Mr. Jahnke. Commissioner Balias expressed his deepest condolences to the Jahnke family.

**Motion: A motion was made by Commissioner Balias to approve the Eric Jahnke Proclamation; Commissioner Daly made the second.**

Vote on Motion:

| Commission Member    | Yes | No | Other |
|----------------------|-----|----|-------|
| Commissioner Balias  | X   |    |       |
| Commissioner Daly    | X   |    |       |
| Commissioner Carey   | X   |    |       |
| Vice-Mayor Garretson | X   |    |       |
| Mayor Castro         | X   |    |       |

Motion passed 5-0.

Proclamation in honor of Harry Kelsey.

Vice-Mayor Garretson read the Proclamation honoring the founding father of the Town of Lake Park.

**Motion: A motion was made by Vice-Mayor Garretson to approve the Harry Kelsey Proclamation; Commissioner Carey made the second.**

Vote on Motion:

| Commission Member    | Yes | No | Other |
|----------------------|-----|----|-------|
| Commissioner Balias  | X   |    |       |
| Commissioner Daly    | X   |    |       |
| Commissioner Carey   | X   |    |       |
| Vice-Mayor Garretson | X   |    |       |
| Mayor Castro         | X   |    |       |

Motion passed 5-0.

Proclamation for Arbor Day.

Vice-Mayor Garretson read the Proclamation declaring April 28, 2006 Arbor Day.

**Motion: A motion was made by Commissioner Balias to approve the Arbor Day Proclamation; Commissioner Daly made the second.**

Vote on Motion:

| Commission Member    | Yes | No | Other |
|----------------------|-----|----|-------|
| Commissioner Balias  | X   |    |       |
| Commissioner Daly    | X   |    |       |
| Commissioner Carey   | X   |    |       |
| Vice-Mayor Garretson | X   |    |       |
| Mayor Castro         | X   |    |       |

Motion passed 5-0.

**PUBLIC and OTHER COMMENT**

The following person(s) addressed the Commission:

*None.*

**CONSENT AGENDA:**

1. Commission Meeting Minutes from March 1, 2006.

**Public Comment Open.**

*None.*

**Public Comment Closed.**

**Motion: A motion was made by Commissioner Daly to approve the Consent Agenda;  
Commissioner Carey made the second.**

Vote on Motion:

| Commission Member    | Yes | No | Other |
|----------------------|-----|----|-------|
| Commissioner Balias  | X   |    |       |
| Commissioner Daly    | X   |    |       |
| Commissioner Carey   | X   |    |       |
| Vice-Mayor Garretson | X   |    |       |
| Mayor Castro         | X   |    |       |

Motion passed 5-0.

**PUBLIC HEARING(S)**

**RESOLUTION(S)**

**RESOLUTION NO. 18-03-06 Palm Beach County GIS Service Bureau Interlocal Agreement.**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF LAKE PARK AND PALM BEACH COUNTY FOR THE EXCHANGE OF GEOGRAPHIC DATA AND LAND INFORMATION; AND PROVIDING AN EFFECTIVE DATE.**

Mayor Castro explained the Interlocal Agreement is used to share Geographic Data and Land Information between the Town of Lake Park and Palm Beach County.

Assistant to the Town Manager Hoa Hoang stated that each year the Town of Lake Park enters into such an agreement, which assists with the high cost of gathering the information.

**Public Hearing Opened.**

*None.*

**Public Hearing Closed.**

**Motion: A motion was made by Commissioner Balias to approve Resolution 18-03-06;  
Commissioner Daly made the second.**

Vote on Motion:

| Commission Member   | Yes | No | Other |
|---------------------|-----|----|-------|
| Commissioner Balias | X   |    |       |
| Commissioner Daly   | X   |    |       |

|                         |   |  |  |
|-------------------------|---|--|--|
| Commissioner<br>Carey   | X |  |  |
| Vice-Mayor<br>Garretson | X |  |  |
| Mayor<br>Castro         | X |  |  |

Motion passed 5-0.

**RESOLUTION NO. 19-03-06 Runoff Election**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA, APPOINTING INDIVIDUALS TO SERVE AS ELECTION POLL WORKERS; CLERKS, ADVISORS, COMPUTER LAPTOP OPERATORS, AND INSPECTORS FOR THE RUNOFF ELECTION FOR THE OFFICE OF COMMISSIONER FOR SEAT C OF THE TOWN OF LAKE PARK; AND PROVIDING AN EFFECTIVE DATE.**

**Public Hearing Opened.**

*None.*

**Public Hearing Closed.**

**Motion: A motion was made by Vice-Mayor Garretson to approve Resolution 19-03-06; Commissioner Balius made the second.**

Vote on Motion:

| Commission<br>Member    | Yes | No | Other |
|-------------------------|-----|----|-------|
| Commissioner<br>Balius  | X   |    |       |
| Commissioner<br>Daly    | X   |    |       |
| Commissioner<br>Carey   | X   |    |       |
| Vice-Mayor<br>Garretson | X   |    |       |
| Mayor<br>Castro         | X   |    |       |

Motion passed 5-0.

**DISCUSSION AND POSSIBLE ACTION**

**Award Fireworks Bid**

Mayor Castro read the recommendation from staff to award the Fireworks bid to Creative Fireworks. Recreation Director Dale Dougherty explained that Creative Fireworks has provided fireworks service to the Town for several years, and they provide phenomenal shows. Recreation Director Dale Dougherty inquired about using a barge this year for the display that can be a few hundred feet off of Lake Shore Park, but explained that an additional \$5,000.00 cost would be incurred. Mayor Castro felt that the barge was not necessary this time. Mayor Castro recommended placing the topic on a future agenda for further discussion.



**Public Hearing Opened.**

*None.*

**Public Hearing Closed.**

**Motion: A motion was made by Commissioner Balius to approve the Fireworks bid to Create Fireworks; Commissioner Daly made the second.**

Vote on Motion:

| Commission Member    | Yes | No | Other |
|----------------------|-----|----|-------|
| Commissioner Balius  | X   |    |       |
| Commissioner Daly    | X   |    |       |
| Commissioner Carey   | X   |    |       |
| Vice-Mayor Garretson | X   |    |       |
| Mayor Castro         | X   |    |       |

Motion passed 5-0.

**COMMENTS BY COMMISSION, TOWN MANAGER, TOWN ATTORNEY**

**Mayor Castro**

Mayor Castro urged residents to vote at the Runoff Election on March 28, 2006. Mayor Castro expressed his disappointment with the turn out at the March 14, 2006 General Election.

Mayor Castro congratulated Commissioner Balius for being re-elected to the Town Commission. Mayor Castro expressed his concern with the Lake Park Newsletter advertisement of selling and buying property in Town creating absentee landlords.

Mayor Castro suggested placing an Executive Session on a future agenda to inform the new Commissioner of Town lawsuit issues.

Mayor Castro suggested placing a Priorities Workshop on a future agenda to re-evaluated the current priorities.

**Commissioner Balius**

Commissioner Balius expressed his pleasure with the General Election turn out. Commissioner Balius thanked the voters that did turn out. Commissioner Balius thanked those that came to the victory party.

**Commissioner Daly**

Commissioner Daly congratulated Commissioner Balius for being re-elected to the Town Commission.

Commissioner Daly suggested that after the Runoff Election a discussion item be placed on an agenda regarding building a separate Police building and a Recreation building. Mayor Castro suggested placing this item on the second meeting in April.

Commissioner Daly requested the discussion of park benches at the Harbor Marina be placed on a future agenda. Mayor Castro suggested the topic go before the Harbor Marina Advisory Board first then brought to the Commission for discussion.



**Vice-Mayor Garretson**

Vice-Mayor Garretson stated that the salary range for the Public Works staff is below the average for Palm Beach County. Mayor Castro stated that the salary range was recently raised across the board.

Vice-Mayor Garretson congratulated Commissioner Balias for being re-elected.

**Commissioner Carey**

Commissioner Carey reminded residents of Irish Fest at Kelsey Park on Friday, March 17, 2006 and the keg tossing contest at Kelsey Park on Thursday, March 16, 2006.

**Town Attorney**

*None.*

**Town Manager**

*None.*

## ADJOURNMENT

There being no further business to come before the Commission and after a motion to adjourn by Vice-Mayor Garretson and seconded by Commissioner Balias, and by unanimous vote, the meeting adjourned at 8:00 p.m.

---

Mayor Paul Castro

---

Town Clerk Vivian Mendez

Approved on this 5<sup>th</sup> day of April, 2006.

# TAB 7

### Town of Lake Park Town Commission Agenda Request Form

Meeting Date:

Agenda Item No.

- ☐ PUBLIC HEARING  
☐ Ordinance on Second Reading  
☐ Public Hearing

☒ RESOLUTION☐ DISCUSSION☐ ORDINANCE ON FIRST READING☐ BID/RFP AWARD☐ GENERAL APPROVAL OF ITEM☐ CONSENT AGENDA☐ Other:SUBJECT: Palm Beach County Sheriff's Office Contract

RECOMMENDED MOTION/ACTION: The Town Commission make a motion authorizing the Mayor to execute the contract between the Town of Lake Park and the Palm Beach County Sheriff's Office for police services.

Approved by Town Manager

Date:

Name/Title

Date of Actual Submittal

|  |  |   |
|--|--|---|
| <b>Originating Department:</b>   | Costs: \$<br>Funding Source:<br>Acct. #  | <b>Attachments:</b><br>Memo.  |
| Department Review:<br><input checked="" type="checkbox"/> City Attorney <i>JAB</i><br><input type="checkbox"/> Community Affairs<br><input type="checkbox"/> Community Development | <input type="checkbox"/> Finance<br><input type="checkbox"/> Fire Dept<br><input type="checkbox"/> Library<br><input type="checkbox"/> PBSO            | <input type="checkbox"/> Personnel<br><input type="checkbox"/> Public Works<br><input type="checkbox"/> Town Clerk<br><input type="checkbox"/> Town Manager |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input type="checkbox"/> Not Required   | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda. | Yes I have notified everyone _____<br>OR<br>Not applicable in this case _____:<br>Please initial one.   |

Summary Explanation/Background: There have been several amendments to contract between the Town and the Palm Beach County Sheriff by adding additional officers and support staff. As

recommended by the Town Attorney we have prepared a new contract that represents the current staffing.

**RESOLUTION NO. 13.02.06**

**A RESOLUTION BY THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA APPROVAING AN AGREEMENT WITH THE PALM BEACH COUNTY SHERIFF TO PROVIDE LAW ENFORCEMENT SERVICES WITHIN THE TOWN OF LAKE PARK, FLORIDA AND AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE THE AGREEMENT.**

**WHEREAS**, the Town of Lake Park has previously contracted with the Palm Beach County Sheriff's Office (PBSO) to provide law enforcement services to the Town of Lake Park; and

**WHEREAS**, the Agreement between PBSO and the Town of Lake Park expired; and

**WHEREAS**, the Town of Lake Park and PBSO have negotiated a new Agreement whereby PBSO will continue to provide law enforcement services to the Town of Lake Park as set forth therein.

**NOW, THEREFORE, BE IT RESOLVED** by the Town Commission of the Town of Lake Park, Florida,

**Section 1.** The Mayor is hereby authorized and directed to execute all necessary documents to effectuate the agreement with PBSO.

**Section 2.** This Resolution shall be effective upon adoption.

The foregoing RESOLUTION was offered by Vice-Mayor Garretson who moved its approval. The motion was seconded by Commissioner Daly, and being put to a vote, the result was as follows:

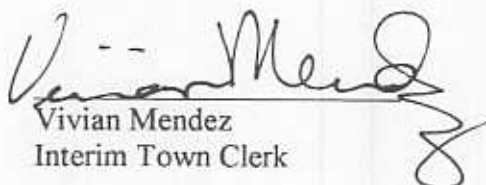
|                           | AYE      | NAY           |
|---------------------------|----------|---------------|
| Mayor Paul Castro         | <u>X</u> | <u>      </u> |
| Vice-Mayor Paul Garretson | <u>X</u> | <u>      </u> |
| Commissioner Chuck Balias | <u>X</u> | <u>      </u> |
| Commissioner Jeff Carey   | <u>X</u> | <u>      </u> |
| Commissioner Ed Daly      | <u>X</u> | <u>      </u> |

The Mayor thereupon declared Resolution No. 13.03.06 duly passed and adopted this 1st day of March, 2006


TOWN OF LAKE PARK, FLORIDA

BY:   
Mayor Paul Castro

ATTEST:

  
Vivian Mendez  
Interim Town Clerk

Approved as to form and legal sufficiency

  
Thomas J. Baird, Town Attorney



FLORIDA

**AGREEMENT FOR LAW ENFORCEMENT SERVICES  
BY AND BETWEEN  
THE PALM BEACH COUNTY SHERIFF'S OFFICE  
AND  
THE TOWN OF LAKE PARK**

This Agreement is made by and between the TOWN OF LAKE PARK, a municipal corporation organized and existing under the laws of the State of Florida which municipality is wholly located within the boundaries of Palm Beach County, Florida (hereinafter referred to as "TOWN") and Ric L. Bradshaw, Sheriff of Palm Beach County Sheriff's Office, Florida, (hereinafter referred to collectively as "SHERIFF").

**WITNESSETH:**

**WHEREAS**, the TOWN is desirous of maintaining a high level of competent professional law enforcement services in conjunction and harmony with its fiscal policies of sound, economical management; and

**WHEREAS**, the SHERIFF has agreed to provide the TOWN a high level of professional law enforcement services and the TOWN is desirous of contracting for such services upon the terms and conditions hereinafter set forth; and

**WHEREAS**, the TOWN is desirous of obtaining its law enforcement services through a contractual relationship with the SHERIFF.

**NOW, THEREFORE**, in consideration of the sums hereinafter set forth and for other good and valuable considerations, the receipt and legal sufficiency of which are hereby acknowledged, **IT IS HEREBY AGREED AS FOLLOWS:**

**ARTICLE 1 – DEFINITIONS**

1.1 For the purposes of this Agreement, the following terms shall have the respective meanings hereinafter set forth:

- A. Deputy Sheriff: An individual, who is appointed by the SHERIFF in accordance with Section 30.07, Florida Statutes, and who has executed any necessary oath which is required by law to serve in the position of a certified law enforcement deputy sheriff. This position is uniformed and consists of shift related duties which include arrest and citation of violators, crime prevention, traffic control, testifying in court, community policing, high visibility patrol, and other duties as determined by the SHERIFF, or through mutual agreement between the SHERIFF and the TOWN.



- B. Service: Comprehensive law enforcement protection provided each day of the year on a twenty-four (24) hour per day basis.
- C. TOWN Manager: The chief administrative officer of the TOWN and shall include any individual employed by the TOWN or any contracted third party who is delegated to perform the duties and responsibilities of the management and oversight of the TOWN functions related to law enforcement services.

## ARTICLE 2 – LEVELS OF SERVICE

### 2.1 Law Enforcement Patrol Services.

- A. The SHERIFF shall provide to the TOWN, for the term hereinafter set forth, as the same may be extended in accordance with the provisions hereof, competent professional law enforcement services within and throughout the corporate limits of the TOWN to the extent and in the manner herein described.
- B. The SHERIFF shall assign personnel to provide professional law enforcement services consistent with the level of service provided to the TOWN, by its former Police Department, or as such service has been supplemented and enhanced as a result of this Agreement and any amendments and supplements thereto.
- C. Professional police services will encompass all those duties and functions of the type coming within the jurisdiction of, and customarily provided by, municipal police departments and the Palm Beach County Sheriff's Office, in accordance with the TOWN Charter, the Palm Beach County Charter, and Florida State Statutes, except as otherwise provided herein.
- D. The level of police services to be provided include the following staffing complement:
 

|           |                          |
|-----------|--------------------------|
| <u>1</u>  | Captain                  |
| <u>1</u>  | Sergeant                 |
| <u>19</u> | Deputy Sheriffs          |
| <u>1</u>  | Administrative Secretary |
| <u>1</u>  | Law Enforcement Aide     |
| <u>14</u> | School Crossing Guards   |
- E. The SHERIFF will answer and administer telephone communications related to police services for the TOWN on a twenty-four (24) hour a day basis, each and every day of each year for the term of this Contract and any extension thereof.

- F. The SHERIFF, as a member of Palm Beach County's 911 Communication System, will respond to 911 calls in the TOWN on a twenty-four (24) hour per day basis, each and every day of each year for the term of this Contract and any extension thereof
- G. The SHERIFF shall furnish to and maintain for the benefit of the TOWN, except as provided herein, all necessary labor, supervision, equipment, vehicles, communication facilities and supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be provided hereunder.
- H. The SHERIFF shall provide to the TOWN, upon the request of the TOWN, such additional law enforcement services of a deputy sheriff, beyond those services described herein, as may be needed from time to time that cannot be accommodated through flexible scheduling of on-duty deputy sheriffs. Those services typically include, but are not limited to, providing services at:
1. TOWN Commission meetings
  2. Board and Committee meetings.
  3. Special Events sponsored by the TOWN.
  4. Short-term and temporary increases in law enforcement road patrol services, to include response to a natural disaster or other similar event.

The SHERIFF shall provide Uniformed Officers to provide security at all TOWN Commission meetings at no additional cost to the TOWN. The SHERIFF shall also provide security and traffic detail officers to support four special event activities occurring within the TOWN at no additional cost to the TOWN. Compensation for all other additional law enforcement services shall be in accordance with Article 6, Section 6.4.

- I. The SHERIFF shall cooperate with the TOWN and follow TOWN procedures in the permitting of special events. The TOWN agrees to authorize the SHERIFF to act as public safety representative for the TOWN in permitting of special events (excluding fire/rescue matters handled by the Fire Department). Special details for which deputies must be dedicated or assigned to an event shall be worked out with the sponsoring agency. It is understood that there may be circumstances in which deputies assigned to patrol must be temporarily assigned to traffic to supplement special detail deputies.

- 2.2 The Captain assigned to the TOWN shall periodically meet and confer with the TOWN Manager or his/her designee as necessary to discuss the provision of law enforcement services to the TOWN.
- 2.3 The SHERIFF will provide monthly written reports to the TOWN consisting of data and analysis of TOWN law enforcement service activity, which shall include, but not be limited to, the number and type of arrests, calls for service, response times and other standard statistical data and information.

### **ARTICLE 3 – ANCILLARY SERVICES**

- 3.1 The following Ancillary Services shall be provided for the TOWN at no additional cost to the TOWN when SHERIFF believes such are necessary or desirable:
  1. Full service crime lab.
  2. Aviation and helicopter unit.
  3. Organized Crime investigations (includes Vice & Narcotics).
  4. Prisoner and jails services.
  5. Criminal Investigations.
  6. Marine Patrol.
  7. Other support services, such as Traffic Homicide, Canine, etc. (as available to other SHERIFF districts or law enforcement jurisdictions).

### **ARTICLE 4 – VEHICLES, EQUIPMENT, AND FACILITIES**

- 4.1 The SHERIFF shall furnish to and maintain for the benefit of the TOWN, all necessary labor, supervision, equipment, vehicles, communication facilities and supplies necessary and proper for the purpose of performing the services, duties and responsibilities set forth and contemplated herein and as necessary to maintain the level of service to be rendered hereunder. TOWN shall provide existing buildings, fixtures, furnishings, equipment, radios and facilities for the operation of police services. The TOWN shall further provide necessary building and grounds maintenance, and utilities at no cost to the SHERIFF. Upon termination of this Agreement, all such equipment, supplies, and vehicles furnished by the SHERIFF, shall remain the property of the SHERIFF, except for property obtained pursuant to Article 8, Section 8.3.
- 4.2 The TOWN shall provide the facilities as set forth in the Lease Agreement, attached hereto as **Exhibit "B"**.

4.3 Retransfer of Equipment, Vehicle Fleet and Facilities.

A. Upon the expiration or earlier termination of this Agreement, SHERIFF shall return to the TOWN all previously transferred equipment and vehicles, as set forth in Schedule 4 of the original 2001 Agreement, and facilities used by SHERIFF in performing police related services, free and clear of all Liens, or the appraised value of such equipment, vehicles or facilities.

4.4 Each marked patrol vehicle assigned to the TOWN shall display "The TOWN of LAKE PARK" on the vehicle's exterior.

**ARTICLE 5 – OTHER RESPONSIBILITIES**

5.1 Employment Responsibility

A. All deputy sheriffs and other persons employed by the SHERIFF in performance of such services, functions and responsibilities as described and contemplated herein for the TOWN are deemed PALM BEACH COUNTY SHERIFF'S OFFICE employees or appointees.

B. The SHERIFF shall be responsible for providing at his sole cost and expense, all insurance benefits, compensation and/or any status or right to his employees, during the course of their employment with the SHERIFF. Accordingly, the TOWN shall not be called upon to assume any liability for or direct payment for any salaries, wages, contribution to pension funds, insurance premiums, workers' compensation benefits under Chapter 440 of the Florida Statutes or any other amenities of employment to any SHERIFF'S employees who are performing services, duties and responsibilities hereunder for the benefit of the TOWN and the residents thereof. Likewise, unless specifically provided to the contrary herein, the TOWN shall not be liable for compensation, contribution or indemnity to the SHERIFF or the employees thereof for any injury or illness of any kind whatsoever, arising out of such employment with the SHERIFF and the performance of the services, duties and responsibilities contemplated herein.

5.2 Employment: Right of Control.

A. The SHERIFF shall have and maintain the responsibility for and control of the delivery of services, the standards of performance, the discipline of personnel, and other matters incident to the performance of the services, duties, and responsibilities as described and contemplated herein.

B. Without impairing the rights of the SHERIFF as an employer, as provided herein, the SHERIFF will notify and review with the TOWN Manager the removal, transfer, or replacement of any personnel currently assigned to the TOWN. The TOWN will be given, whenever possible, at least thirty (30)



days advance written notice of any such change to the Captain assigned to the TOWN, and the SHERIFF will ensure that any new Captain assigned to the TOWN will be adequately briefed on law enforcement operations of the TOWN.

### 5.3 Assignment of Police Powers.

- A. The TOWN does hereby vest in each sworn deputy of the SHERIFF to the extent allowed by law, the police powers of the TOWN which are necessary to implement and carry forth the services, duties, and responsibilities imposed upon the SHERIFF hereby, for the sole limited purpose of giving official and lawful status and validity to the performance thereof by such sworn deputies. Every sworn deputy of the SHERIFF so empowered hereby and engaged in the performance of the services, duties and responsibilities described and contemplated herein shall be deemed to be sworn police officers of the TOWN while performing such services, duties and responsibilities which constitute municipal functions and are within the scope of this Service Agreement.

### 5.4 Claims.

- A. The TOWN shall be and remain responsible for and subject to the assertion of all claims resulting from incidents which occurred prior to the Effective Date of the original 2001 Agreement, which are not barred by the applicable statute of limitations, the doctrine of laches, or otherwise, whether or not such claims were filed prior to that Effective Date.

## ARTICLE 6 – CONSIDERATION

- 6.1 The total amount due for all services beginning October 1, 2005, through September 30, 2006, shall be as set forth in **Exhibit "A"**.
- 6.2 The total amount due for all law enforcement services for subsequent fiscal years shall be subject to an annual percentage increase not to exceed eight percent (8%) in any given fiscal year.
- 6.3 The TOWN agrees to pay the SHERIFF in equal monthly installments on or before the 25<sup>th</sup> day of the month preceding the month of service.
- 6.4 Additional law enforcement services as set forth in Article 2, Section 2.1(H) shall be compensated at a rate of \$37.76 per hour and will be billed by the SHERIFF to the TOWN on a monthly basis. This rate is subject to annual review and change upon written agreement between the TOWN and SHERIFF, which shall be in the form of an Amendment to this paragraph of this Agreement.

- 6.5 The consideration recited herein constitutes the entire consideration to be paid hereunder and upon the payment thereof, in the manner and at the times prescribed herein.

## **ARTICLE 7 – ACCESS TO RECORDS AND AUDIT**

- 7.1 The TOWN may, upon reasonable notice to the SHERIFF, examine the SHERIFF'S records as well as other information relating to the services provided pursuant to the terms of this Agreement.
- 7.2 All records and other information requested by the TOWN will be furnished or made available by the SHERIFF to the TOWN within ten (10) business days of the initial request; provided however that if the TOWN has an immediate need or requires the records or documents in a shorter period of time, the SHERIFF will use his best efforts to provide the TOWN with the requested records and information within the time frame requested by the TOWN.
- 7.3 The TOWN may elect to perform an audit itself or to have an outside third party do so, at the TOWN'S expense, for a period of three (3) years after the termination or expiration of this Agreement..

## **ARTICLE 8 – FINES, FORFEITURES AND EVIDENCE**

- 8.1 Law Enforcement Education Funds.

All law enforcement education funds levied and collected by the Clerk of the Court and earmarked for the TOWN pursuant to Chapter 938, Florida Statutes, shall be assigned by the TOWN to the SHERIFF and used by the SHERIFF for the law enforcement education purposes as are authorized in said statute. Apart from such funds, the SHERIFF shall have no claim or right to any other monies or things of value which the TOWN receives or may hereinafter receive by way of entitlement programs, grants, or otherwise in connection with police or law enforcement activities.

- 8.2 Chapter 316, Florida Statutes, Fines.

All fines and forfeitures levied and collected pursuant to Chapter 316 Florida Statutes, as the same may be amended from time to time, shall be forwarded to the TOWN consistent with the distribution requirements of Section 318.21 Florida Statutes.

- 8.3 Law Enforcement Trust Funds.

- A. The SHERIFF agrees that if a deputy sheriff contracted for under this Service Agreement initiates a seizure of property and/or currency for forfeiture pursuant to Florida Statutes Chapter 932 within the TOWN

boundaries, and a forfeiture action is commenced resulting in the property or currency being forfeited to the SHERIFF, the proceeds of the seizure will be deposited into the Law Enforcement Trust Fund ("LETf") established and maintained by the SHERIFF. The proceeds of the forfeiture, less expenses as set forth below, will be earmarked for the use by the SHERIFF within the confines of the TOWN and in accordance with Florida Statutes Chapter 932 and the requirements of the LETf.

- B. The SHERIFF will deduct from the proceeds of the forfeitures, those costs associated with the forfeiture action which include, but are not limited to: towing charges, storage charges, maintenance charges, filing fees, publication fees, postage (including certified and registered mail), service of process fees, clerical fees, attorney's fees, and any other out-of-pocket expense.
- C. The SHERIFF will, on an annual basis, supply the TOWN with a written record of the forfeitures described above. The report(s) will include a description of the property or currency, the date the property was awarded to the SHERIFF and the total amount earmarked for the TOWN.

## **ARTICLE 9 – INSURANCE**

- 9.1 The SHERIFF is a self-insured entity pursuant to Chapter 768, Florida Statutes and will continuously maintain general liability and automobile liability self-insurance funds as required by law.
- 9.2 Self-insurance funds necessary to cover general liability and automobile liability will remain throughout the term of this Agreement, and the same may be extended in accordance with provisions hereof.
- 9.3 The TOWN shall during the Term, at its sole cost and expense, maintain appropriate insurance coverage to include General Liability and Fire and Casualty coverage either through a commercial insurance carrier or a self-insurance program of sufficient coverage to protect the TOWN and the SHERIFF in the event of claims related to the Facilities or damage/destruction of the Facilities used by the SHERIFF under this Agreement. The TOWN shall provide a copy of its insurance policies to the SHERIFF or a certificate(s) of insurance coverages upon execution of this Agreement.

## **ARTICLE 10 – HOLD HARMLESS**

- 10.1 To the extent permitted by Florida law and without waiving any statutory and constitutional Sovereign Immunity protections, the SHERIFF holds the TOWN harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of

the SHERIFF while in the performance of this Agreement, and the SHERIFF shall indemnify the TOWN for any and all damages, judgments, claims, costs, expenses, including reasonable attorneys' fees, which the TOWN might suffer in connection with or as a sole result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the SHERIFF while in the performance of this Agreement.

In no event shall the SHERIFF hold harmless or indemnify the TOWN from liability, suits, cause and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the TOWN, its employees, agents, servants, visitors, and/or any other third parties.

- 10.2 To the extent permitted by Florida Law and without waiving any statutory and constitutional Sovereign Immunity protections, the TOWN holds the SHERIFF harmless from any and all manner of action and actions, cause and causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, which may result from or arise out of the intentional or negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement, and the TOWN shall indemnify the SHERIFF for any and all damages, judgments, claims, costs, expenses, including reasonable attorneys' fees, which the SHERIFF might suffer in connection with or as a result of the intentional or negligent acts and the alleged intentional or alleged negligent acts of the employees or appointees of the TOWN while in the performance of this Agreement.

In no event shall the TOWN hold harmless or indemnify the SHERIFF from liability, suits, cause, and causes of action, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or equity, which may result from or arise out of the intentional or negligent acts of the SHERIFF, its employees, agents, servants, visitors, and/or any other third parties.

#### **ARTICLE 11 – INDEPENDENT CONTRACTOR**

- 11.1 The SHERIFF, for the purposes of this Agreement, is and shall remain an independent contractor; provided, however, such independent contractor status shall not diminish the power and authority vested in the SHERIFF and his Deputies pursuant to Article 5.

#### **ARTICLE 12 – TERM**

- 12.1 This Agreement shall remain in full force and effect commencing October 1, 2005, and ending September 30, 2009, all dates inclusive, unless the Agreement is otherwise extended or terminated in accordance with the terms thereof.



- 12.2 This Service Agreement shall automatically be renewed for an additional two, four (4) year terms, unless either party furnishes the other with a written notice of intent not to renew at least ninety (90) days before the expiration of the then current term.

#### **ARTICLE 13 – TERMINATION**

- 13.1 The TOWN or the SHERIFF may terminate this Agreement with or without cause by serving written notice to the other party of this Agreement; provided, however, that such termination shall not be effective until the one hundred and twentieth (120) day after receipt of the written notice. This written notice must be hand delivered and/or sent by Certified Mail, Return Receipt Requested, to the SHERIFF or the TOWN Manager.
- 13.2 Notwithstanding any provision herein to the contrary, if funds are not sufficiently appropriated for this Agreement, then the TOWN shall be entitled to immediately terminate this Agreement, without penalty or liability. In the event of such termination by the TOWN, SHERIFF'S responsibilities to provide services pursuant to this Agreement shall immediately terminate and SHERIFF shall be compensated for those services rendered through the date of termination.

#### **ARTICLE 14 – TRANSITION**

- 14.1 In the event of the termination or expiration of this Agreement, the SHERIFF and the TOWN shall cooperate in good faith in order to effectuate a smooth and harmonious transition from the SHERIFF'S Office to a TOWN Police Department, and to maintain during such period of transition the same high quality of law enforcement services otherwise afforded to the residents of the TOWN pursuant to the terms hereof.
- 14.2 In the event of termination or upon expiration of this agreement, the TOWN shall retain ownership of all equipment, furnishing and fixtures specifically funded and acquired through any separate agreement between the SHERIFF and the TOWN.
- 14.3 In the event of termination or upon expiration of this agreement, the TOWN shall have the option to purchase from the SHERIFF any equipment, furnishings, and fixtures furnished by the SHERIFF pursuant to Article 4, Section 4.1. The purchase price shall be determined by mutual agreement of the parties as to the fair-market value of such equipment, fixtures, and furnishings.

#### **ARTICLE 15 – AUTHORITY TO EXECUTE; NO CONFLICT CREATED**

- 15.1 The SHERIFF, by his execution hereof, does hereby represent to the TOWN that he has full power and authority to make and execute this Agreement pursuant to the power so vested in him under the Constitution and Laws of the State of Florida to the effect that:
- A. His making and executing this Agreement shall create a legal obligation upon the Palm Beach County Sheriff's Office.
  - B. This Agreement shall be enforceable by the TOWN according and to the extent of the provisions hereof.
- 15.2 Nothing herein contained, and no obligation on the part of the SHERIFF to be performed hereunder, shall in any way be contrary to or in contravention of any policy of insurance or surety bond required of the SHERIFF pursuant to the laws of the State of Florida.
- 15.3 The TOWN Mayor, by his execution hereof, does represent to the SHERIFF that he/she has full power and authority to make and execute this Agreement on behalf of the TOWN OF LAKE PARK.
- 15.4 Nothing herein contained is in any way contrary to or in contravention of the Charter of the TOWN OF LAKE PARK or the laws of the State of Florida.

#### **ARTICLE 16 – NOTICE**

- 16.1 The persons to receive notice under this Agreement are:

TOWN MANAGER:  
Paul E. Carlisle  
Town Hall  
535 Park Avenue  
Lark Park, Florida 33403

TOWN ATTORNEY:  
Baird & Roselli  
11891 U.S. Highway One, Suite 100  
North Palm Beach, FL 33408

SHERIFF:

Ric L. Bradshaw  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

SHERIFF'S LEGAL ADVISOR:  
Colonel Joe Bradshaw, Esq.  
Department of Legal Affairs  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, Florida 33406

#### **ARTICLE 17 – NON-ASSIGNABILITY**

- 17.1 The SHERIFF shall not assign any of the obligations or benefits imposed hereby or contained herein, unless upon the written consent of the TOWN Commission, which consent must be evidenced by a duly passed resolution of the TOWN Commission.

#### **ARTICLE 18 – THIRD PARTIES**

- 18.1 In no event shall any of the terms of this Agreement confer upon any third person, corporation, or entity other than the parties hereto any right or cause of action for damages against any of the parties to this Agreement arising from the performance of the obligation and responsibilities of the parties herein or for any other reason.

#### **ARTICLE 19 – JOINT PREPARATION**

- 19.1 The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

#### **ARTICLE 20 – ENTIRE AGREEMENT**

- 20.1 The parties acknowledge, one to the other, that the terms hereof constitute the entire understanding and agreement of the parties with respect hereof. No modification hereof shall be effective unless in writing, executed with the same formalities as this Agreement is executed.

13

**EXHIBIT A  
CONSIDERATION**

| <u>First year of Term</u> | <u>Yearly Consideration</u> | <u>Monthly Consideration</u>                            |
|---------------------------|-----------------------------|---|
| TOWN obligations          | \$1,935,601.67*             | \$ 161,300.08 (11 months)<br>\$ 161,300.80 (last month) |

\*first year consideration includes:

- \$113,061.00 prorated for 10 months (\$94,217.50) for one law enforcement sergeant
- \$ 46,421.00 prorated for 10 months (\$38,684.16) for one law enforcement aide

(Subsequent yearly consideration subject to adjustment per Article 6, Section 6.2)

**EXHIBIT B**  
**LEASE AGREEMENT**

**LESSOR**

THE TOWN OF LAKE PARK, FLORIDA  
535 Park Avenue  
Lake Park, FL 33403  
("Lessor")

**LESSEE**

THE SHERIFF OF PALM BEACH COUNTY,  
FLORIDA  
Palm Beach Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406-3001  
("Lessee")

**PREMISES**

That portion of Lessor's property located on the first floor of Town Hall at 700 6th Street, Lake Park, FL 33403, comprised of approximately 721 square feet, (the "Police Headquarters"), together with all buildings, betterments, landscaping, parking areas and other improvements thereon, all as more particularly shown in **Exhibit "1"** attached hereto and incorporated herein by reference (the "Premises"), which at either party's option, may be supplemented with a survey of the Premises.

Within the Police Headquarters building, Lessor shall have the right to maintain the offices and associated space supporting the communications dispatching and information technologies support functions and no relocations shall be required without the TOWN's consent. The TOWN will continue to lease communications tower and land space as it deems appropriate and will continue to receive all current and future revenues from said leases. TOWN employees and sublessees having business to conduct on the Premises shall have a right of access to those areas required for the purpose of carrying out their business.

In consideration of the mutual covenants contained herein and in connection with that certain Agreement for Police Services between Lessor and Lessee of even date herewith (the "Agreement"), Lessor does hereby lease, let and demise to Lessee, and Lessee hereby leases from Lessor, the Premises upon the terms and conditions set forth herein and in the Conditions of Lease, Exhibits and Addenda hereto (collectively, the "Lease").

**ARTICLE 1**

**Term.** The term of this Lease shall commence upon the date the Police Services Agreement commences and shall terminate on the date the Police Services Agreement's expiration or earlier termination, and any extension thereof, but not to exceed twelve years. If the term of this Lease is extended, it shall be extended upon the same terms and conditions contained herein but not to exceed twelve years.

**ARTICLE 2**

**Rent.** The monthly rent (the "Monthly Rent") during the Term shall be Ten Dollars (\$10.00). The Monthly Rent shall be due and payable on the first day of each month during the Term and any extensions thereto beginning with the first payment due on the Effective Date. If the Effective Date of any term hereunder is not the first day of a month, the monthly rent for the first and last month of such term shall be prorated accordingly.



### ARTICLE 3

3.1 UTILITIES. Lessor shall pay or cause to be paid all charges for water, sewer, gas, electricity, light, heat, power, telephone and other utility services used, rendered or supplied to the Premises, accruing upon commencement of the Lease and during the term of this Lease thereafter. The existing copy machine on the Premises will be provided by Lessor and Lessor shall be responsible for its maintenance.

3.2 INSURANCE. At all times during this Lease, Lessor shall, at its own expense, maintain and provide insurance coverages and insuring such parties' interests as are required under the terms of the Agreement to the extent provided by law.

3.3 TAXES. Lessor covenants and agrees to pay any taxes assessed and levied by the state, TOWN, county or other municipal corporation against the Premises.

### ARTICLE 4

4.1 USE. Lessee may use the Premises in connection with providing the Services under the Agreement and matters related thereto.

4.2 Compliance with Law. Lessor shall, at its own expense, deliver the Premises to Lessee, and thereafter maintain same, in full and complete compliance with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer (including but not limited to laws, orders and regulations with respect to the Americans with Disabilities Act of 1990). Maintenance responsibilities of the Lessor are limited to the grounds, and exterior of the building. Lessee agrees, at its own expense, to comply with all laws, orders and regulations of federal, state and municipal authorities and with any lawful direction of any public officer which shall impose any duty upon Lessee with respect to the use of the Premises. Each party shall, at its own expense, obtain all required licenses or permits necessary for the compliance with the terms of this Section.

4.3 QUIET ENJOYMENT. Lessee shall, at all times during this Lease, peaceably and quietly enjoy the Premises without any disturbance from Lessor or from any other person claiming through Lessor.

4.4 PARKING. Lessor guarantees to Lessee at all times during this Lease, and any extension of this Lease, for the benefit of lessee and Lessee's employees, agents and invitees, the right, in common with other tenants of such facility and their employees, agents, and invitees to use for parking the designated parking areas.

## ARTICLE 5

5.1 CONDITION OF PREMISES. The Premises are being leased "as is" and Lessee hereby accepts the Premises in such condition, subject to the other provisions of this Lease. Lessor shall, at its own expense, maintain and keep the Premises including without limitation the landscaping, exterior walls and roof of the building in good repair. All such maintenance shall be made promptly as and when necessary and shall be of a quality and class at least equal to the original work. Lessor shall also make all repairs or changes which may be necessary to make the Premises and the use herein contemplated comply with applicable laws, ordinances, orders or regulations of any federal, state, county or municipal authority now or hereafter in effect unless specifically exempted therefrom.

### 5.2 IMPROVEMENTS.

5.2.1 Lessee may, at its own expense and with the prior written consent of Lessor, make such alterations, additions and improvements to the Premises as Lessee may deem reasonably necessary or desirable, including without limitation sign installation, and expansion and construction of other improvements. All work must be performed by duly licensed contractors specializing in such work, shall be performed in a good and workmanlike manner, shall be prosecuted to completion in accordance with the plans and specifications and all applicable governmental laws, regulations, rules, codes and orders. Lessee acknowledges that all work performed by or on behalf of the Lessee is performed and accomplished solely for the benefit and convenience of the Lessee and not for the benefit of the Lessor. Lessee shall ensure that any construction or any other work performed by or for the Lessee is performed to completion in accordance with the plans which are pre-approved by the Lessor, and that all persons or entities performing work or providing materials relating to such improvements including without limitation, all contractors, subcontractors, laborers, materialmen, suppliers and professionals, are paid in full for such services and materials. Such alterations, additions and improvements shall become the property of Lessor upon the expiration or termination of this Lease unless Lessee, at Lessee's sole option, elects to remove all or any portion thereof of such alterations, additions and improvements and restore that portion of the Premises to a condition substantially similar to their condition at the inception of this Lease, reasonable wear and tear, structural damage, and fire or casualty loss excepted. Lessor shall grant Lessee reasonable access to enter the Premises upon termination or expiration of this Lease in order for Lessee to remove the same. Lessee shall not have the authority to, and shall not, permit any lien, charge or encumbrance of any kind whatsoever to be placed upon the Premises, and Lessee shall bond or discharge any such lien, charge or encumbrance within fifteen (15) days' written notice from Lessor.

5.2.2 In no event shall the Lessee be permitted to make changes or modifications which: (i) expand or materially change or alter the Lessee's use of the Premises or are installed outside of the boundaries of the Premises. Whenever the Lessee desires to make alterations, improvements, modifications, additions or other changes to the Premises, then the Lessee prior to making said changes shall provide the Lessor with plans and specifications which fully describe the alterations to be made. The plans and specifications shall be reviewed by the Lessor and approved prior to the



commencement of any proposed changes or improvements. The Lessor's approval will not be unreasonably withheld, conditioned or delayed.

5.2.3 Lessee shall have the right to install a security system at its sole expense, with the Lessor's advance written consent, which consent shall not be unreasonably withheld.

5.2.4 Notwithstanding anything to the contrary stated herein, Lessor shall deliver the Premises in a broom-clean condition with interior lighting sufficient to permit Lessee to perform the Services, functioning and operational restroom facilities, electricity meeting state and local building codes and a HVAC system capable of maintaining comfortable ambient air temperatures in the Premises at all times during the year.

5.3 DESTRUCTION OF LEASE PREMISES. In the event of damage by fire or other casualty to the Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Premises is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt Lessee's operations at the Premises for more than forty-five (45) days, then Lessee may at any time following such fire or other casualty, provided the Lessor has not completed the restoration required to permit Lessee to resume its operation at the Premises, terminate this Agreement upon thirty (30) days written notice to the Lessor. Any such notice of termination shall cause this Agreement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of this Agreement and the parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under this Agreement. Notwithstanding the foregoing, all rent shall abate during the period of such fire or other casualty. In the event of damage or destruction of all or any portion of the Premises which renders the Premises reasonably and economically unsuitable for Lessee to perform the Services therefrom, as determined by Lessee, Lessee shall have the option to terminate this Lease whereupon the rent shall be apportioned as of the date of such destruction, any prepaid rents or deposits shall be returned, and the parties shall be released of all further duties and obligations hereunder. Lessor shall have the option to, at its sole expense, (a) to rebuild, repair or restore the Premises to a condition substantially similar to their condition at the inception of this lease and the rent shall be abated during such rebuilding, repair and restoration, or (b) to relocate the Police Headquarters to another facility. The Parties shall notify each other in writing within thirty (30) days of the date of such damage or destruction of its election hereunder. Insurance proceeds of policies maintained by Lessee, if any, shall be made available to Lessor for expenditures incurred pursuant to subsection (a) hereunder.

5.4 EMERGENCY SITUATION. Lessee shall be responsible for securing and preparing the Premises for any hurricane or other emergency situation.

## ARTICLE 6

6.1 EVENTS OF DEFAULT. The occurrence of any one or more of the following shall constitute an "Event of Default" hereunder:

6.1.1 Failure of either party to pay any amount required hereunder within ten (10) days after receipt by that party of written notice of such failure; or

6.1.2 Failure of either party to perform any other covenant, condition, agreement or provision contained herein within thirty (30) days after receipt by that party of written notice of such failure;

6.1.3 A breach or default by either party of any of the terms of the Agreement; or

6.1.4 Commencement of bankruptcy, insolvency, assignment for the benefit of creditors or receivership proceedings in respect of lessee. If the performance of any covenant, agreement, obligation or undertaking (exclusive of payment or monetary obligations of Lessee hereunder) required hereunder is delayed, hindered or prevented by reason of strikes, lock-outs, labor troubles, wars, civil commotions, Acts of God, governmental restrictions or regulations or interferences, fires or other casualty, or any circumstances beyond the control of the party obligated or permitted under the terms hereof to do or perform the same, the performance of such covenant, agreement, obligation or undertaking shall be excused and extended and shall not be an Event of Default for the period of such delay, hindrance or prevent.

6.2 REMEDIES. Upon the occurrence and continuance of an Event of Default, the non-defaulting party may, at its option and without any obligation to do so, elect any one or more of the following remedies:

6.2.1 Terminate and cancel this Lease; or

6.2.2 Withhold payment or performance under this Lease until such time as such event or Default is cured; or

6.2.3 Cure such Event of Default and recover the costs thereof, together with interest thereon at the lesser of eighteen percent (18%) or the maximum legal rate permitted by applicable law, from the party in default; or

6.2.4 Pursue any other remedy now or hereafter available under the laws or judicial decisions of the state in which the Premises are situated. The parties hereby irrevocably waive, to the fullest extent permitted by law, trial by jury on any action, proceeding or counterclaim, whether at law or equity, brought by either of them.

## ARTICLE 7

### 7.1 ENVIRONMENTAL ASSESSMENT.

7.1.1 Within sixty (60) days of the date of this Lease, Lessee may, at its own expense, have the Premises inspected to determine if the Premises are in compliance with all municipal, state and federal environmental, environmental protection and toxic waste laws, health and safety laws, and all ordinances, codes, rules and regulations promulgated thereunder ("Laws"). Lessee may commission any environmental assessment or perform other tests deemed necessary by Lessee on the Premises at its sole cost and expense.

7.1.2 Inspection by Lessee shall not release Lessor from any future environmental liability.

7.1.3 "Hazardous Material" means any solid, gaseous or liquid wastes (including hazardous wastes), regulated substances, pollutants or contaminants or terms of similar import, as such terms are defined in any Environmental Law, and shall include, without limitation, any petroleum or petroleum products or by-products, flammable explosives, radioactive materials, asbestos in any form, polychlorinated biphenyls and any other substance or material which constitutes a threat to health, safety, property or the environment or which has been or is in the future determined by any governmental entity to be prohibited, limited or regulated by any Environmental Law.

7.1.4 "Environmental Law" means any and all present or future federal, state or local laws, rules, regulations, codes, ordinances, or by-laws, and any judicial or administrative interpretations thereof, including orders, decrees, judgments, rulings, directives or notices of violation, that create duties, obligations or liabilities with respect to: (i) human health; or (ii) environmental pollution, impairment or disruption, including, without limitation, laws governing the existence, use, storage, treatment, discharge, release, containment, transportation, generation, manufacture, refinement, handling, production, disposal, or management of any Hazardous Material, or otherwise regulating or providing for the protection of the environment.

7.2 REMEDIATION AND COMPLIANCE WITH LAWS. Notwithstanding any other provision of this Lease, if any hazardous substances, hazardous materials, toxic substances or other similar or regulated substances, residues or wastes, pollutants, petroleum products and by-products, including any other environmental contamination whatsoever (collectively "Contamination") are found, irrespective of causation then Lessee shall have the option of either: (i) enter into a written agreement with Lessor providing for the necessary hazardous substance remediation, removal, disposal or other action to bring the Premises into compliance with the applicable laws; (ii) immediately terminate the Lease and be refunded any and all deposits and prepaid rents paid Lessor and thereafter be relieved of all further duties and responsibilities under this Lease; or (iii) accept the Premises in its then existing condition without jeopardizing any rights or remedies under the Lease. Lessee's option hereunder shall not act as a waiver or otherwise affect lessee's election to remove any hazardous substances, hazardous materials or asbestos.

7.3 CONTAMINATION LIABILITY. Notwithstanding any other provision of this lease, Lessor shall be solely responsible for and agrees to indemnify, defend and hold harmless Lessee, its employees, agents, officers, directors, heirs and assigns, from and against any and all fines,

suits, claims, demands, penalties, liabilities, costs or expenses, losses, settlements, remedial action requirements and enforcement actions, administrative proceedings and any other actions of whatever kind or nature, including attorneys' fees and costs (and costs and fees on appeal), fees of environmental consultants and laboratory fees, known or unknown, contingent or otherwise, arising out of or in any way related to the discovery, remediation, or disposal of said Contamination under this Lease, including any personal injury (including wrongful death) or property damage (real or personal) arising therefrom, except to such liability which was solely caused by Lessee or the Lessee's agents, officers, employees, invitees, guests, independent contractors, and other personnel, during the term of this Lease. This paragraph shall survive the termination or earlier expiration of this Lease.

7.4 LESSOR'S REPRESENTATIONS. Lessor, to the best of its knowledge, is not aware of any past or present release of Contamination on, under or surrounding the Premises and has not received any warning notices, notice of violations, administrative complaints, judicial complaints or other formal or informal notices from any environmental or governmental agency alleging that conditions on, under or surrounding the Premises are in violation of any Laws. Lessor has provided copies to Lessee, in whatever capacity and in whatever form obtained, any and all information relating to Contamination on the Premises.

7.5 LESSEE'S OBLIGATIONS. If Lessee ever has knowledge of the presence in or upon the Premises of hazardous or toxic materials, Lessee must immediately notify the Lessor in writing. Any disposal of hazardous materials, whether by the Lessee agents, officers, employees, invitees, guests, independent contractors, and other personnel, or a third party performing work on behalf of Lessee, shall be reported to the Lessor immediately upon knowledge thereof by the Lessee. The Lessee shall be solely responsible for the entire cost of remediation and clean up of any hazardous materials upon the Premises, or emanating from the Premises, or onto adjacent lands, as a result of the Lessee's or the Lessee's agents, contractors, or employees disposal or release of hazardous materials in the exercise of the rights granted by this Agreement. The Lessee agrees to indemnify, defend and hold the Lessor harmless from and against any and all claims, suits, judgments, losses, damages, fines, or other liabilities, which may be incurred by the Lessor, including reasonable attorney's fees and costs, which may arise directly or indirectly or proximately, from any violation by Lessee, its agents, contractors, or employees of federal, state or local laws or regulations pertaining to hazardous materials in the exercise of the rights granted by this Agreement. Any such indemnification by Lessee shall only be to the extent authorized in Chapter 768, Florida Statutes, and shall not constitute a waiver of any statutory or constitutional sovereign immunity protections.

7.6 OBLIGATIONS UNCONDITIONAL. Each party's obligations under this Article 7 shall survive termination of this Lease and shall not be abated, diminished or eliminated for any reason, including any representations made by Lessee regarding inspections, maintenance, insurance or acceptance of the Premises, if such were ever made.

## ARTICLE 8

8.1 INDEMNIFICATION. Each party will indemnify and save harmless the other of and from any and all fines, suits, claims, demands, penalties, losses and actions (including attorneys' fees) for any injury to persons or damage to or loss of property in or about the Premises caused by the negligence, willful misconduct or breach of this Lease by such party, its agents,



employees, business invitees or guests, or arising from such party's use of the Premises to the extent allowable by law.

8.2 REASONABLE CONSENT. Any consent or approval of either party required hereunder shall not and may not be unreasonably withheld unless this Lease provides that such consent or approval is within the sole discretion of such party.

8.3 ACCESS TO PREMISES. Lessor may, at reasonable and mutually agreeable times, but with at least twenty-four (24) hours advance notice to Lessee, (except in cases of emergencies) enter the Premises to make a walk-through examination and to make any necessary repairs on the Premises.

8.4 BROKERS. Each of the parties represents and warrants there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease. Each of the parties agrees to indemnify and hold harmless the other from any and all liabilities, costs and expenses (including attorneys' fees) arising from any such claim.

8.5 RELATIONSHIP OF PARTIES. The relationship between the parties hereto shall be as independent contractors and neither party shall be deemed the employee, agent, partner or joint venturer of the other.

8.6 NO WAIVER. No delay in exercising or omission of the right to exercise any right or power by either party shall impair any such right or power, or shall be construed as a waiver of any breach or default or as acquiescence thereto. One or more waivers of any covenant, term or condition of this lease by either party shall not be construed by the other party as a waiver of a continuing or subsequent breach of the same covenant, provision or condition. The consent or approval by either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

8.7 ATTORNEYS' FEES. In the event of any controversy arising under or relating to the interpretation or implementation of this Lease or any breach thereof, the prevailing party shall be entitled to payment for all costs and attorneys' fees (both trial and appellate) incurred in connection therewith.

8.8 ENTIRE LEASE. This Lease together with any Exhibits or attachments hereto and other written agreements entered into contemporaneously herewith constitutes and represents the entire agreement between the parties hereto and supersedes any prior understandings or agreements, written or verbal, between the parties hereto respecting the subject matter herein. This Lease may be amended, supplemented, modified or discharged only upon an agreement in writing executed by all of the parties hereto. This Lease shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns, subject, however, to the limitations contained herein. In the event any provision of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

8.9 APPLICABLE LAW. This Lease and the performance thereof shall be governed, interpreted, construed and regulated by the laws of the State of Florida and venue for any action arising out of this Lease shall be in Palm Beach County, Florida.

8.10 SUBORDINATION. This Lease is and shall be subject and subordinate, at all times, to the lien of any mortgages or deeds of trust which now affect the Premises; provided, however, that so long as Lessee shall not be in default in the performance of its obligations under this Lease, neither this Lease nor Lessee's right to remain in exclusive possession of the Premises shall be affected or disturbed by reason of any default under such mortgage or deed of trust, and, if such mortgage or deed of trust shall be foreclosed or if such mortgagee or trustee shall exercise any of its remedies under such mortgage or deed of trust, this Lease and all of Lessee's rights and obligations hereunder shall survive such foreclosure and continue in full force and effect.

8.11 NOTICES. All notices and other Amended and communications under this lease shall be in writing and shall be deemed to have been given three (3) business days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) business day after being entrusted to a reputable commercial overnight delivery service, or when sent by telex or telecopy on a business day addressed to the party to which such notice is directed at its address determined as provided in this Section 8.11 with customary confirmation of receipt of such telex or telecopy received. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:

8.11.1 If to the Lessor, to it at:

Town of Lake Park, Florida

535 Park Avenue

Lake Park Florida 33403,

Attention: Mayor, Vice-Mayor, Commissioners, Town Manager, and Town Attorney

8.11.2 If to the Lessee, to it at:

The Sheriff of Palm Beach County, Florida  
Palm Beach County Sheriff's Office  
3228 Gun Club Road  
West Palm Beach, FL 33406-3001  
Attn: Sheriff, Colonel of the Department of Legal Affairs

Any party hereto may change the address to which notices shall be directed under this Section by giving ten (10) days written notice of such change to the other party.

8.12 INTERPRETATIONS. This Lease shall not be construed more strictly against one party than against the other merely because it may have been prepared by counsel for one of the parties, it being recognized that both parties have contributed substantially and materially to its preparation.

8.13 TIME OF THE ESSENCE. Time of performance by either party of each and every term, covenant, condition or provision herein contained is of the essence.

8.14 BINDING EFFECT. All of the terms, covenants, conditions and provisions of this Lease, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective administrators, executors, other legal representatives, heirs and permitted assigns.

8.15 HEADINGS. The headings contained in this Lease are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Lease.

8.16 REMEDIES CUMULATIVE. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power or remedy hereunder shall preclude any other or further exercise thereof.

8.17 AUTHORITY. Execution hereof shall constitute a representation and warranty by the party executing on behalf of Lessor that (i) Lessor is a duly organized and existing, (ii) is in good standing under Applicable Law, (iii) has the full right and authority to enter into this Lease, and (iv) all persons signing on behalf of Lessor have been duly authorized to do so by appropriate action.

8.18 RADON GAS. As required by F.S. 404.056(8), Lessor notifies Lessee as follows: "RADON GAS: Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Additional information regarding radon and radon testing may be obtained from your county health unit."

8.19 SOVEREIGN IMMUNITY. Lessee and Lessor will at all times be entitled to the benefits of limitation of sovereign immunity as provided in Florida Statutes, Section 768.28, and common law. Nothing contained in this Lease or in the indemnification clause provided herein, shall be construed as a waiver of those entitlements to sovereign immunity in respect

of any right, entitlement or duty flowing from any person out of this paragraph or in any part of this Lease or any other act.

8.20 FORCE MAJEURE. Any party delayed by a Force Majeure Event, as defined herein, in performing under this Agreement shall use reasonable efforts to remedy the cause or causes of such Force Majeure Event. A delay due to a Force Majeure Event shall serve to toll the time to perform under this Agreement. "Force Majeure Event" shall mean any act of God, fire, flood, earthquake, explosion, hurricane, riot, sabotage, terrorist attack, windstorm, failure of utility service, or labor dispute.

IN WITNESS WHEREOF, the parties have caused this Lease to be executed on their behalf as of this \_\_\_\_ day of \_\_\_\_\_, 2006.

[Remainder of page left intentionally blank]



LESSEE:  
SHERIFF OF PALM BEACH COUNTY, FLORIDA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signed in the presence of:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

LESSOR:  
TOWN OF LAKE PARK

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY BY:

By: \_\_\_\_\_  
Colonel Joe Bradshaw, Department of Legal Affairs

Signed in the presence of:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Attest by: \_\_\_\_\_

Title: \_\_\_\_\_

[SEAL]

**EXHIBIT "1"**  
**TO LEASE**

# TAB 8

### Town of Lake Park Town Commission Agenda Request Form

Meeting Date: April 5, 2006

Agenda Item No.

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input checked="" type="checkbox"/> RESOLUTION<br><br><input type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|---|--|

**SUBJECT:** Interlocal Agreement between the Village of North Palm Beach, City of Palm Beach Gardens, and Palm Beach County to restate the Town of Lake Park to the Northlake Boulevard Task Force.

RECOMMENDED MOTION/ACTION:

Approved by Town Manager

Date:

|   |  |  |
|---|--|--|
| <b>Originating Department:</b><br>Assistant to the Town<br>Manager's Office   | Costs: \$<br><br>Funding Source:<br><br>Acct. #  | <b>Attachments:</b><br>Draft Interlocal Agreement  |
| <b>Department Review:</b><br><input checked="" type="checkbox"/> City Attorney <i>JGB</i><br><input type="checkbox"/> Community Affairs<br><input type="checkbox"/> Community Development | <input type="checkbox"/> Finance<br><input type="checkbox"/> Fire Dept<br><input type="checkbox"/> Library<br><input type="checkbox"/> PBSO  | <input type="checkbox"/> Personnel<br><input type="checkbox"/> Public Works<br><input checked="" type="checkbox"/> Town Clerk <i>JM</i><br><input type="checkbox"/> Asst. Town Manager |
| <b>Advertised:</b><br><br><input type="checkbox"/> Not Required on first reading.   | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.<br><br>Yes I have notified everyone _____.<br>OR<br>Not applicable in this case _____.<br><br>Please initial one. |  |

**Summary Explanation/Background:** Enter into an Interlocal Agreement to restate the Town of Lake Park to the Northlake Boulevard Task Force with the Village of North Palm Beach, Palm Beach Gardens, and Palm Beach County.

**RESOLUTION NO. 16.04.06**

**A RESOLUTION OF THE TOWN COMMISSION OF THE TOWN OF LAKE PARK, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE THE SECOND AMENDMENT TO THE AMENDED AND RESTATED INTERLOCAL AGREEMENT PERTAINING TO THE NORTHLAKE BOULEVARD OVERLAY TASK FORCE, BY AND BETWEEN THE TOWN OF LAKE PARK, PALM BEACH COUNTY, THE CITY OF PALM BEACH GARDENS, AND THE TOWN OF NORTH PALM BEACH, FLORIDA; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, the Town of Lake Park (Town) is a municipal corporation of the State of Florida with such power and authority as has been conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

**WHEREAS**, the Town of North Palm Beach, the City of Palm Beach Gardens, Palm Beach County and the Town of Lake Park previously entered into an Interlocal Agreement establishing the Northlake Boulevard Task Force (hereinafter referred to as "Task Force") on September 2, 1997, pursuant to Resolution No. 97-1156), (hereinafter referred to as the "Agreement"); and

**WHEREAS**, the original Agreement was subsequently amended by the First Amendment to the Agreement, which was effective on August 20, 1998 (R-98-1378D), by the Second Amendment to the Agreement which was effective on August 22, 2000 (R-2000-1182), by the Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-0394), and by the Amendment to the Amended and Restated Agreement, which was effective on September 13, 2005; and

**WHEREAS**, Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local government units to enter into agreements to cooperate with other localities to best serve the needs of the local communities; and

**WHEREAS**, the Task Force has, in accordance with the Agreement, facilitated the development of the Northlake Corridor Streetscape Plan and the Northlake Corridor Overlay Zoning District regulations; and

**WHEREAS**, the Town of North Palm Beach, the City of Palm Beach Gardens, and Palm Beach County have adopted the Northlake Corridor Streetscape Plan (hereinafter referred to as the "Plan") and have adopted the Northlake Boulevard Overlay Zoning District regulations (hereinafter referred to as "NBOZ"); and

**WHEREAS**, the Task Force has received a Municipal Planning Organization grant for the completion of Phase 1 and Phase 2 of the Plan; and

**WHEREAS**, the Town also adopted the Plan but the Town was subsequently deleted from the Agreement after the Town Commission passed a Resolution withdrawing from the Task Force; and

**WHEREAS**, the Town seeks to rejoin the Task Force and has agreed to adopt the NBOZ regulations.

**WHEREAS**, the Town and the Town of North Palm Beach, the City of Palm Beach Gardens, and Palm Beach County, have agreed to be bound by the terms and provisions of the Second Amendment to the Amended and Restated Interlocal Agreement, a copy of which is attached hereto as **Exhibit "A"**; and



**NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COMMISSION OF THE  
TOWN OF LAKE PARK:**

**SECTION 1.**

The whereas clauses are hereby incorporated as true and correct as the findings of fact and conclusions of law of the Town Commission.

**SECTION 2.**

On behalf of the Town of Lake Park, Florida, the Mayor is hereby authorized and directed to execute the Second Amendment to the Amended and Restated Interlocal Agreement, attached hereto as **Exhibit "A"**, by and between the Town of Lake Park, and the Town of North Palm Beach, the City of Palm Beach Gardens, and Palm Beach County, pursuant to which the Town of Lake Park rejoins the Northlake Boulevard Task Force and adopts the NBOZ regulations as provided therein.

**SECTION 3.**

This Resolution shall take effect immediately upon its adoption.

The foregoing Resolution was offered by \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_, and upon being put to a roll call vote, the vote was as follows:

|                                | AYE   | NAY   |
|--------------------------------|-------|-------|
| MAYOR PAUL W. CASTRO           | _____ | _____ |
| COMMISSIONER CHUCK BALIUS      | _____ | _____ |
| COMMISSIONER JEFF CAREY        | _____ | _____ |
| COMMISSIONER ED DALY           | _____ | _____ |
| COMMISSIONER PATRICIA OSTERMAN | _____ | _____ |

The Town Commission thereupon declared the foregoing Resolution NO. \_\_\_\_\_ duly passed and adopted this \_\_\_\_ day of \_\_\_\_\_, 2006.

TOWN OF LAKE PARK, FLORIDA

BY: \_\_\_\_\_  
PAUL W. CASTRO  
MAYOR

ATTEST:

\_\_\_\_\_  
Vivian Mendez  
TOWN CLERK

(TOWN SEAL)

Approved as to form and legal  
sufficiency:

BY: \_\_\_\_\_  
THOMAS J. BAIRD  
TOWN ATTORNEY

**SECOND AMENDMENT TO**  
**AMENDED AND RESTATED INTERLOCAL AGREEMENT**  
**BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF**  
**PALM BEACH GARDENS AND PALM BEACH COUNTY ADDING**  
**TOWN OF LAKE PARK AS A PARTICIPANT**

THIS SECOND AMENDMENT TO AMENDED AND RESTATED INTERLOCAL AGREEMENT BETWEEN THE VILLAGE OF NORTH PALM BEACH, CITY OF PALM BEACH GARDENS AND PALM BEACH COUNTY ADDING TOWN OF LAKE PARK AS A PARTICIPANT (hereinafter referred to as "Amendment") is made and being entered into by and between the VILLAGE OF NORTH PALM BEACH, 501 U.S. Highway One, North Palm Beach, Florida 33408 (hereinafter "NORTH PALM"), the CITY OF PALM BEACH GARDENS, 10500 North Military Trail, Palm Beach Gardens, Florida 33410 (hereinafter "GARDENS"), and PALM BEACH COUNTY, 301 North Olive Avenue, West Palm Beach, Florida 33401 (hereinafter "COUNTY") and TOWN OF LAKE PARK, 535 Park Avenue, Lake Park, Florida 33403 (hereinafter "LAKE PARK").

WHEREAS, NORTH PALM, GARDENS, COUNTY and LAKE PARK previously entered into an interlocal agreement establishing the Northlake Boulevard Task Force (hereinafter referred to as "Task Force") on September 2, 1997 (R-97-1156), said agreement (hereinafter referred to as the "Agreement"); and

WHEREAS, said Agreement was subsequently amended by First Amendment to Agreement which was effective on August 20, 1998 (R-98-1378D) and by Second Amendment to Agreement which was effective on August 22, 2000 (R-2000-1182), Amended and Restated Agreement, which was effective on February 26, 2004 (R-2004-

0394) and Amendment to Amended and Restated Agreement, which was effective on September 13, 2005; and

WHEREAS, Chapter 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969", authorizes local government units to enter into agreements to cooperate with other localities to best serve the needs of the local communities; and

WHEREAS, the Task Force has, in accordance with the Agreement, facilitated the development of the Northlake Corridor Streetscape Plan and the Northlake Corridor Overlay Zoning District regulations; and

WHEREAS, NORTH PALM, the GARDENS and the COUNTY have adopted the Northlake Corridor Streetscape Plan (hereinafter referred to as the "Plan") and have adopted the Northlake Boulevard Overlay Zoning District regulations (hereinafter referred to as "NBOZ"); and

WHEREAS, the Task Force has received a Municipal Planning Organization grant for the completion of Phase 1 and Phase 2 of the Plan.

WHEREAS, LAKE PARK also adopted the plan but subsequently was deleted from the Agreement after it passed a resolution withdrawing from the Task Force.

WHEREAS, LAKE PARK seeks to rejoin the Task Force and has agreed to adopt the NBOZ regulations.

NOW THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, NORTH PALM, the GARDENS, LAKE PARK and the COUNTY hereby adopt this Second Amendment to the Amended and Restated Agreement as follows:

Part 1. The Agreement is hereby amended as is shown in Part 1 of the Amendment. Changes are indicated by strikethrough and underline. The portions of the Agreement that have not been changed are shown for informational purposes.

#### Section 1. REPRESENTATIONS

The facts, statements, and recitals heretofore set forth are true and correct and are hereby incorporated in this Agreement by reference:

#### Section 2. APPOINTMENT OF TASK FORCE REPRESENTATIVES

The Task Force shall consist of ~~six (6)~~ eight (8) representatives, with NORTH PALM, GARDENS, LAKE PARK, and the COUNTY (hereinafter each a "Participant" and jointly "Participants") each appointing two (2) regular representatives to the Task Force, at least one of whom must be an elected official of the appointing Participant. Each Participant shall also appoint two (2) alternate representatives. Each Participant shall appoint representatives and alternates following the same formal procedure the Participant uses for board or commission appointments.

#### Section 3. QUORUM AND VOTING OF TASK FORCE REPRESENTATIVES.

A quorum of the Task Force shall be necessary for it to conduct any business and shall consist of at least one representative (regular or alternate) from each Participant and a total of at least ~~four (4)~~ five (5) representatives present. Each regular representative shall have one vote. An alternate representative shall sit on behalf of the appointing Participant and have a vote when one (1) of the regular representatives of such Participant is absent. A majority of those present shall be required to pass a

motion, except that any recommended plan must be approved by a majority which includes at least one representative from (3) of the Participants.

Section 4. AUTHORITY OF TASK FORCE REPRESENTATIVES.

A. NORTH PALM, GARDENS, LAKE PARK and COUNTY each authorize their respective representatives to participate in the Task Force and to take such actions as may be necessary to implement the Plan adopted by the governing bodies of the Participants, and to review and propose amendments to the Plan as deemed necessary by the Task Force.

B. To this end, Task Force representatives are authorized to meet as necessary and to contract for such professional assistance as they deem necessary to facilitate the completion of their task, within the limits of the funding provided herein. In each instance where it becomes necessary to retain professional assistance, the Task Force first shall seek such professional assistance from staff employed or consultants retained by the Participants before deciding to retain "outside" staff or consultants. Costs for such professional assistance shall be born equally by the Participants.

The Task Force shall submit a proposed budget no later than May 1<sup>st</sup> of each year for each governing body's consideration to fund activities for the ensuing fiscal year.

The Task Force agrees that the adopted Plan will be implemented in various phases, and that the timing of the completion of individual phases shall be accomplished in the following initial sequence: Phase 1, Phase 2, and Phase 4. The participants further agree that nothing in this Agreement shall preclude any individual

Participant from constructing or causing to be constructed any portion of the median beautification project at any time, as long as the installation is constructed in accordance with the adopted Plan.

C. The Gardens, North Palm Beach and County have adopted the NOBOZ regulations. Lake Park agrees to adopt the NBOZ regulations.

#### Section 5. Financial Obligations

A. Each member Participant hereby pledges its support to the implementation of the adopted Plan and the construction of the beautification improvements.

B. To the extent permitted by law, and subject to the annual appropriation of funding by each member, the Participants intend to commit to contributing an equal share to secure implementation and completion of all phases of the Plan within ten years from the date of this Agreement or upon completion of all phases of the Plan, whichever occurs first. In kind services, as approved by the Task Force, may be substituted for monetary contributions.

#### Section 6. TERM OF AGREEMENT

A. This Agreement shall continue through September 30, 2010, but may be extended by written instrument of the Participants.

B. Any Participant party may withdraw from this Agreement upon thirty (30) days' written notice to the other parties, thereby relieving the withdrawing Participant party of all obligations and benefits arising out of this Agreement.



## Section 7. GENERAL TERMS AND CONDITIONS

A. This Agreement sets forth all the rights, responsibilities and obligations of the members Participants to each other, represents the entire understanding of the members, and supersedes all other negotiations, representations, or agreements, whether written or oral, relating to the subject matter of this Agreement. This Agreement cannot be changed, altered, amended or modified except by written instrument signed by the duly authorized representatives of the parties Participants adopted and approved by all parties Participants in the same manner as the Agreement.

B. The headings given to the Section herein are inserted only for convenience and are no way to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers.

C. This Agreement is authorized by Section 163.01 Fla. Statutes, being a joint exercise of power shared in common which any municipality could exercise separately. This Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida, upon execution by all of the members.

D. Nothing stated in this Agreement shall be construed to give any rights or benefits of any member Participant to this Agreement to anyone other than the above listed members, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and the exclusive benefit of the members Participants, and not for the benefit of any other.

E. This Agreement may not be assigned by any member Participant.

F. This document can be signed in counterparts.

G. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the Participants and their legal representatives, successors, and assigns.

H. If any part of this Agreement is contrary to, prohibited by, or deemed invalid under any applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect, so far as possible.

I. Any portion of the Interlocal Agreement not contained in this Agreement is hereby repealed.

J. All actions taken by the Task Force pursuant to the Interlocal Agreement and amendments thereto remain in full force and effect.

K. The adoption of this Agreement does not affect the status of representatives of each of the Participants currently appointed to the Task Force.

L. This Agreement shall become effective upon a Resolution being enacted by NORTH PALM and GARDENS, each authorizing its respective Mayor and Clerk to execute this Agreement, and upon approval by the Board of County Commissioners of COUNTY.

Part 2. Except as expressly set forth herein, all terms and conditions in the Agreement shall remain in full force and effect.

Part 3. This Amendment shall become effective upon a Resolution being enacted

by NORTH PALM, GARDENS and LAKE PARK, each authorizing its respective Mayor and Clerk to execute this Amendment, and upon approval by the Board of County Commissioners of COUNTY.

Part 4. This Amendment shall be filed with the Clerk of the Circuit Court of Palm Beach County, Florida upon execution by all Participants.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed this \_\_\_\_ day of \_\_\_\_\_, 2006.

ATTEST:

**CITY OF PALM BEACH GARDENS**

By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
City Attorney

ATTEST:

**VILLAGE OF NORTH PALM BEACH**

By: \_\_\_\_\_  
Village Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Village Attorney

ATTEST:

**TOWN OF LAKE PARK**

By: \_\_\_\_\_  
Town Clerk

By: \_\_\_\_\_  
Mayor

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
Town Attorney

ATTEST:

**PALM BEACH COUNTY, FLORIDA**

By: \_\_\_\_\_  
Clerk

By: \_\_\_\_\_  
Tony Masilotti, Chairman

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

G:\WPDATA\LANDUSE\RBANKS\zoning\NBTF.AGMT.#5.3.doc

# TAB 9

# TAB 10

# TAB 11



# TAB 12

**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: April 19, 2006

Agenda Item No. \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> RESOLUTION<br><br><input checked="" type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Budget Workshop Dates

RECOMMENDED MOTION/ACTION: Approve workshop dates for budget 2006-2007

Approved by Town Manager \_\_\_\_\_

Date: 3/28/06

|   |  |   |
|---|--|---|
| <b>Originating Department:</b><br>Finance   | Costs: \$ N/A<br><br>Funding Source:<br><br>Acct. #  | <b>Attachments:</b>   |
| <b>Department Review:</b><br><input type="checkbox"/> City Attorney<br><input type="checkbox"/> Community Affairs _____<br><input type="checkbox"/> Community Development _____ | <input checked="" type="checkbox"/> Finance <u>CAS</u><br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> PBSO _____  | <input type="checkbox"/> Personnel _____<br><input type="checkbox"/> Public Works _____<br><input type="checkbox"/> Town Clerk _____<br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input type="checkbox"/> Not Required  | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.<br><br><div style="display: flex; justify-content: space-between;"> <div style="width: 60%;">         Yes I have notified everyone _____<br/>         or<br/>         Not applicable in this case <u>CAS</u>: _____<br/><br/>         Please initial one.       </div> <div style="width: 35%;"></div> </div> |   |


**Summary Explanation/Background:** See attached



TOWN OF LAKE PARK  
FINANCE DEPARTMENT

## Memorandum

To: Mayor Castro, Commissioners and  
Paul Carlisle, Town Manager

From: Cindy Sementelli, Finance Director 

Date: March 23, 2006

RE: Budget Workshops dates

---

Once again it is that time of year to set workshop dates for the budget for the upcoming year. I propose the following dates:

|                                       |                          |
|---------------------------------------|--------------------------|
| Legal & Marina                        | Wednesday June 28, 2006  |
| General Fund, Debt Service<br>and CRA | Wednesday July 26, 2006  |
| Sanitation and Public Works           | Wednesday August 9, 2006 |

These dates will give us ample time to workout all the details and if necessary have additional workshops. Proposed first reading will be September 6, 2006 with the final reading September 20, 2006. The proposed dates will allow us to meet the TRIM (Truth in Millage) timetable.

# TAB 13

**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: April 5, 2006

Agenda Item No.

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION<br><br><input checked="" type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Town Volunteer Dinner

RECOMMENDED MOTION/ACTION: To host the Town Volunteer Dinner in the Mirror Ballroom on April 25 or, 2006, as proposed.

April 26

Approved by Town Manager

Date: 3/31/06

Union Mendez  
 Name/Title

3/31/06  
 Date of Actual Submittal

|  |  |  |
|--|--|--|
| <b>Originating Department:</b>   | Costs: \$ 2,000.<br><br>Funding Source: Commission<br><br>Acct. # 100-48000  | <b>Attachments:</b><br>Memo.   |
| <b>Department Review:</b><br><input type="checkbox"/> City Attorney _____<br><input checked="" type="checkbox"/> Community Affairs _____<br><input type="checkbox"/> Community Development _____ | <input checked="" type="checkbox"/> Finance _____<br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> PBSO _____   | <input type="checkbox"/> Personnel _____<br><input type="checkbox"/> Public Works _____<br><input checked="" type="checkbox"/> Town Clerk <u>VM</u><br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input type="checkbox"/> Not Required   | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.<br><br><div style="display: flex; justify-content: space-between;"> <div>           Yes I have notified everyone _____<br/>           or<br/>           Not applicable in this case _____:         </div> <div>           Please initial one.         </div> </div> |  |

Summary Explanation/Background:

# TOWN OF LAKE PARK

## MEMO

**To:** Town Commission  
**From:** Vivian Mendez, Town Clerk  
**Date:** March 31, 2006  
**Subject:** Volunteer Dinner

Please find attached the agenda request form for the Town Volunteer Dinner. We propose to host the event during National Volunteer Week April 24-28, 2006.

The event will take place in the Historic Mirror Ballroom with a combination of food and several different refreshments. For this years event, we are considering food from \_\_\_\_\_, \_\_\_\_\_, or \_\_\_\_\_. This years theme is "You make the difference". Certificates will be awarded honoring out Town Volunteers.

Accounting for the food, beverages, and other supplies, we expect to spend approximately \$19.00 per person. The exact amount will be contingent upon the final number of attendees.

If you have any questions please feel free to contact me at the Town Clerk's office.

# TAB 14



**Town of Lake Park Town Commission**  
**Agenda Request Form**

Meeting Date: April 5, 2006

Agenda Item No. \_\_\_\_\_

- |   |  |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> Ordinance on Second Reading<br><input type="checkbox"/> Public Hearing<br><br><input type="checkbox"/> ORDINANCE ON FIRST READING<br><br><input type="checkbox"/> GENERAL APPROVAL OF ITEM<br><br><input type="checkbox"/> Other: _____ | <input type="checkbox"/> RESOLUTION<br><br><input checked="" type="checkbox"/> DISCUSSION<br><br><input type="checkbox"/> BID/RFP AWARD<br><br><input type="checkbox"/> CONSENT AGENDA |
|---|--|

**SUBJECT:** Bank Signature Cards

**RECOMMENDED MOTION/ACTION:** Authorize the bank to remove Paul Garretson as a signer on the Town accounts and authorize new signature cards with the Mayor, Vice Mayor, Finance Director and one commissioner as authorized signers on all three accounts with Fidelity Federal.

Approved by Town Manager \_\_\_\_\_

Date: 3/31/06

|   |  |   |
|---|--|---|
| <b>Originating Department:</b><br>Finance   | Costs: \$ N/A<br><br>Funding Source:<br><br>Acct. #  | <b>Attachments:</b>   |
| <b>Department Review:</b><br><input type="checkbox"/> City Attorney<br><input type="checkbox"/> Community Affairs _____<br><input type="checkbox"/> Community Development _____ | <input checked="" type="checkbox"/> Finance <u>CBS</u><br><input type="checkbox"/> Fire Dept _____<br><input type="checkbox"/> Library _____<br><input type="checkbox"/> PBSO _____  | <input type="checkbox"/> Personnel _____<br><input type="checkbox"/> Public Works _____<br><input type="checkbox"/> Town Clerk _____<br><input type="checkbox"/> Town Manager _____ |
| <b>Advertised:</b><br>Date: _____<br>Paper: _____<br><input type="checkbox"/> Not Required  | All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.<br><br><div style="display: flex; justify-content: space-between;"> <div style="width: 45%;">           Yes I have notified everyone _____<br/>           OR<br/>           Not applicable in this case <u>CBS</u> </div> <div style="width: 45%; text-align: center;">             Please initial one.           </div> </div> |   |

**Summary Explanation/Background:** Fidelity Federal requires a vote to remove anyone from the signature cards. We are recommending that Chuck Balias remain on the signature cards. This will save the town money so that we do not have to change the chips in our printers. We need all three accounts changed.

X

# CHANGE AUTHORIZATION

ACCOUNT CIF #

54.6000355

DATE

3 30 06

BE SURE TO FORWARD ALL REQUIRED DOCUMENTATION TO CIF DEPARTMENT

TYPE OF CHANGES: ADDRESS TITLE CHANGE IN SIGNERS

(circle one or more)

I AUTHORIZE THE FOLLOWING CHANGES TO MY ACCOUNT:

LEGAL TITLE:

Town of Lake Park  
Revenue Account

ADDRESS:

535 Park Avenue Lake Park FL 33405  
(561) 881-3350

PHONE #:

CHANGE ALL SIGNERS ADDRESSES TO ABOVE? YES ☒ NO

BACK OFFICE USE ONLY: COMPLETED BY DEPT

OPID #

INIT

VERIFIED BY DEPT

OPID #

INIT

4119

SENT BY:

R. L. Ubert  
407

OPID #:

BRANCH #:

2

ACCOUNT OWNER(S) SIGN BELOW

ACCOUNT NUMBER TO CHANGE

1531509

⑆6000⑈7000⑆

# CHANGE AUTHORIZATION

ACCOUNT CIF #

59.6000355

DATE

3 30 06

BE SURE TO FORWARD ALL REQUIRED DOCUMENTATION TO CIF DEPARTMENT

TYPE OF CHANGES: ADDRESS TITLE CHANGE IN SIGNERS

(circle one or more)

I AUTHORIZE THE FOLLOWING CHANGES TO MY ACCOUNT:

LEGAL TITLE:

Town of Lake Park  
Accounts Payable

ADDRESS:

535 Park Avenue, Lake Park FL 33405  
(561) 881-3350

PHONE #:

CHANGE ALL SIGNERS ADDRESSES TO ABOVE? YES ☒ NO

BACK OFFICE USE ONLY: COMPLETED BY DEPT

OPID #

INIT

VERIFIED BY DEPT

OPID #

INIT

4119

SENT BY:

R. L. Ubert

OPID #:

BRANCH #:

2

ACCOUNT OWNER(S) SIGN BELOW

ACCOUNT NUMBER TO CHANGE

2277656

⑆6000⑈7000⑆

# CHANGE AUTHORIZATION

ACCOUNT CIF #

59.6000355

DATE

3 30 06

BE SURE TO FORWARD ALL REQUIRED DOCUMENTATION TO CIF DEPARTMENT

TYPE OF CHANGES: ADDRESS TITLE CHANGE IN SIGNERS

(circle one or more)

I AUTHORIZE THE FOLLOWING CHANGES TO MY ACCOUNT:

LEGAL TITLE:

Town of Lake Park  
Payroll Account

ADDRESS:

535 Park Avenue, Lake Park FL 33403  
(561) 881-3350

PHONE #:

CHANGE ALL SIGNERS ADDRESSES TO ABOVE? YES ☒ NO

BACK OFFICE USE ONLY: COMPLETED BY DEPT

OPID #

INIT

VERIFIED BY DEPT

OPID #

INIT

4119

SENT BY:

R. L. Ubert

OPID #:

BRANCH #:

2

ACCOUNT OWNER(S) SIGN BELOW

ACCOUNT NUMBER TO CHANGE

1565960

⑆6000⑈7000⑆

**FIDELITY FEDERAL BANK & TRUST**  
**Corporate Resolution**  
**Authorizing Change in Signers**

Resolved, that \_\_\_\_\_ (corporation) holds account no. \_\_\_\_\_ at Fidelity Federal Bank & Trust (Bank) and hereby notifies the Bank of a change in authorized signers on the above mentioned account. Further that said Bank be and it is hereby authorized to pay withdrawals until further written notice to it signed in the name of this corporation as indicated below by any one person or persons, whose signatures appear on the signature card contract. Said Bank further is authorized to accept a pledge of all or any part of said account as security for corporation by the signatory parties designated in the preceding sentence. The Bank is authorized to supply any endorsement for the undersigned on any check or other instrument tendered for this account and it is hereby relieved of any liability regarding collection of such items which are handled by it without negligence and it shall not be liable for the acts of its agents, subagents or others or for any casualty. Withdrawals may not be made on account of such items until collected, any amount not collected may be charged back to this account, including expense incurred, and any other outside expense incurred regarding this account may be charged to it.

**Please remove the following Signers:**

| Name            | Position   | Signature |
|-----------------|------------|-----------|
| Paul Garrettson | Vice-Mayor |           |
|                 |            |           |
|                 |            |           |
|                 |            |           |
|                 |            |           |

**Please add the following Signers:**

| Name                  | Position         | Signature |
|-----------------------|------------------|-----------|
| Paul W. Castro        | Mayor            |           |
| G. Chuck Balius       |                  |           |
| Cynthia R. Sementelli | Finance Director |           |
|                       |                  |           |
|                       |                  |           |

I certify that I am duly elected and acting secretary of the above-mentioned corporation, and that the foregoing is a true and correct copy of a resolution adopted by said corporation at a regular or duly called special meeting at which a quorum was present, and that said resolution is recorded in its minutes, and that said corporation is authorized to take such action, and that the signatures above are the true signatures of the person authorized to sign as indicated in connection with said account.

Dated: 3/30/2006

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

**(Corporate Seal)**

**FIDELITY FEDERAL BANK & TRUST**  
**Change Authorization**

I authorize the following changes to my account number:

Legal Title/Address:

Phone Number:

Change **all signers** addresses to above    ☐ Yes ☐ No

Provide information below when adding signers:

Driver's License #:

State:

Expiration Date:

Date of Birth:

Social Security #:

Employer:

Work Phone:

Decision Power (Tracking #)      , if checking

BE SURE TO INCLUDE **ALL** REQUIRED DOCUMENTATION  
FORWARD TO SPECIAL SERVICES

Account Owner \_\_\_\_\_ Date \_\_\_\_\_

Account Owner \_\_\_\_\_ Date \_\_\_\_\_

Counselor:

Branch:

*Lakeside Gilbert*  
*Northlake*